# AGENDA

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

**January 13, 2026**
**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

City Council Committee Assignments for 2026
**Recommendation:** Discuss and assign Council Members to serve on various committees to represent the City of Banning in
the 2026 calendar year.

### 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 May 13, 2025, May 14, 2025, May 22, 2025, Regular meeting of November 12, 2025, and the Closed Session and Workshop of the November 9, 2025, City Council meetings.
**Recommendation:** Approve the meeting minutes of of the May 13, 2025, May 14, 2025, May 22, 2025, Regular meeting of November 12, 2025, and the Closed Session and Workshop of the November 9, 2025, City Council meetings.

6.2 Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Reduction of the Improvement Bonds
**Recommendation:** City Council accept as complete various improvements related to the Atwell Specific Plan Development and authorize the 90% reductions in the improvements bonds.

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

6.4 Consideration of Second Reading and Adoption of Ordinance 1614, Repealing and Replacing Chapter 12.32
**Recommendation:** Approve second reading and Adoption of Ordinance 1614.

6.5 Consideration of Resolution 2026-01 UA Approving the Fourth Amendment to the

Professional Services Agreement with Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume System Increasing the Agreement Amount by $250,000 and to Ratify $150,000 issued on July 2025
**Recommendation:** Adopt Resolution 2026-01 UA.

6.6 Consideration of Resolution 2026-01, Awarding a Professional Services Agreement to Carollo Engineers, Inc. in the amount of $150,000 to perform On-Call Water/Wastewater Hydraulic Feasibility Studies.
**Recommendation:** Adopt Resolution 2026-01

6.7 Consideration of Resolution 2026-02, Approving a Western Systems Power Pool Confirmation Letter Agreement with the City of Vernon for the Purchase of Thirteen Megawatts of Local / Flexible Resource Adequacy Capacity for Calendar Years 2027 through 2029 at a Cost of $8.25 per Kilowatt-month, or $1,287,000 Per Year.
**Recommendation:** Approve Resolution 2026-02

6.8 Consider Resolution 2026-05 to Quitclaim City Property to the Riverside County Flood Control and Water Conservation District and to accept property to be Quitclaimed by the Riverside County Flood Control and Water Conservation District along Pershing Channel (Highland Home Road) in the vicinity of Wilson Street
**Recommendation:** Adopt Resolution 2026-05

6.9 Consideration of Resolution 2026-06, Amending the Classification and Compensation Plan, Position Reclassification (Senior Planner)

**Recommendation:** Adopt Resolution 2026-06

6.10 Consideration of Resolution 2026-08, Amending the Classification and Compensation Plan, Adding a Homeless Services Coordinator
**Recommendation:** Adopt Resolution 2026-08

6.11 Consideration of Resolution 2026-10, Accepting a donation from Sun Lakes Country Club HOA Bingo Program in the amount of $1,500
**Recommendation:** Adopt Resolution 2026-10

6.12 Consideration of Resolution 2026-11, Approving Final Parcel Map 38367 and Release the Map for Recordation
**Recommendation:** Adopt Resolution 2026-11

6.13 Consideration of Resolution 2026-12, Award of a Professional Services Contract to Jacob Green and Associates to conduct an Organizational Assessment for the Banning Police Department in the amount of $48,000.00

**Recommendation:**

Adopt Resolution 2026-12.

6.14 Consideration of Resolution 2026-13, Awarding a Construction Contract for Project No. 2020-04 Sun Lakes Boulevard Extension Project, to Riverside Construction Company, Inc. in the amount of $20,996,793.50 and approving a 10% contingency for a total budget of “Not-to-Exceed” $23,096,472.85
**Recommendation:** Adopt Resolution 2026-13

6.15 Consideration of Resolution 2026-14, to Authorize the City Manager to Execute Amendment No. 2 to Cooperative Agreement Between Riverside County Transportation Commission, City of Banning and City of Beaumont for the Management of the I-10/Highland Springs Avenue Interchange Project Study Report and to Include Project Approval and Environmental Document (PA/ED) Phase
**Recommendation:** Approve Resolution 2026-14

## 7. PUBLIC HEARINGS

7.1 Introduction and First Reading of Ordinance No. 1615, A Zone Text Amendment to Banning Municipal Code Title 17, Chapter 17.88, Section 17.88.020 (Non-Conforming Structures and Uses)
**Recommendation:** Introduce and Waive full reading, direct the City Clerk to read the ordinance by title only, and introduce Ordinance No. 1615, entitled:

*An Ordinance of the City Council of the City of Banning, California, amending Section 17.88.020 of Chapter 17.88 (Non-Conforming Structures and Non-Conforming Uses) of Title 17 (Zoning) of the Banning Municipal Code to provide greater flexibility for the repair and reconstruction of legally established non-conforming residential structures.*

7.2 Consideration of Resolution 2026-03, Approving a Tentative Tract Map Application (Case No. TTM 39259/PTM25-0004), submitted by Tri Pointe Homes to Subdivide 15 Parcels Totaling 160.02 Acres into 544 Single-Family Residential Lots and 36 Condominium Lots (for 248 Duplex Condominium Units) Located at the Northwest Corner of Highland Home Road and the Southern California Edison Corridor.
**Recommendation:**

Adopt Resolution 2026-03

7.3 Consideration of Resolution 2026-04, Approving a Tentative Tract Map Application (Case No. TTM 39262/PTM25-0005), submitted by Tri Pointe Homes to Subdivide 6 Parcels Totaling 68.74 Acres into 193 Single-Family Residential Lots, Located at the Northeast Corner of Highland Home Road and the Southern California Edison Corridor
**Recommendation:**

Adopt Resolution 2026-04

## 8. REPORTS OF OFFICERS

## 9. DISCUSSION ITEMS/ACTION ITEMS

9.1 Consideration of Resolution 2026-07, Authorizing the Appointment of Retired Annuitant Kenneth Louie as Interim Finance Director
**Recommendation:**

Adopt Resolution 2026-07.

9.2 Evaluation of current City of Banning Planning Commissioners pursuant to Banning Municipal Code Section 2.28.020(C) and Section 6.4 (C) of the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning.
**Recommendation:** This item is being presented to the full City Council for the consideration and evaluation of all current City of Banning Planning Commissioners, in accordance with

Banning Municipal Code (BMC) Section 2.28.020(C) and Section 6.4(C) of the Manual of Procedural Guidelines for the Conduct of City Council and Commission Meetings.

9.3 Discuss the City of Banning's Current Utility Billing Payment Plan Policies

**Recommendation:** That City Council consider the current utility billing payment plan structure and possible alternatives to payment plans with consideration of the City's recent utility billing challenges.

## 10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

## 11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

1. Revise Manual of Procedural Guidelines, Article 10.3 (c) (Flynn) December 2025
2. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025
3. Cannabis Warehouse Moratorium (New Facilities Only) (Barrington) December 2025

11.2 **EXISTING ITEMS**

1. Emergency Preparedness (Barrington) January 2025
2. Review and Update Council Travel Policy (Flynn) May 2025
3. Streamline Procurement Policy (Flynn) August 2025
4. Community Garden, Sun Lakes (Flynn) September 2025
5. Update (anti-camping) Ordinance 1603 (Flynn) October 2025

## 12. ADJOURNMENT

Next Regular Meeting – January 27, 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, 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:** | **January 13, 2026** |
| **SUBJECT:** | **City Council Committee Assignments for 2026** |

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**RECOMMENDATION:**

Discuss and assign Council Members to serve on various committees to represent the City of Banning in the 2026 calendar year.

**BACKGROUND:**

Annually in January, the City Council assigns its members to regional boards and committees in order to represent the City of Banning and its interests.

**JUSTIFICATION:**

This is an annual process.

**FISCAL IMPACT:**

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

**ALTERNATIVES:**

There are no alternatives to this necessary annual process.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Council Assignments_2025_Dec 2025.pdf
2. Council Assignments_2026_ BLANK.pdf

## BANNING CITY COUNCIL

# 2025 COMMITTEE ASSIGNMENTS

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

## BANNING CITY COUNCIL

# 2025 COMMITTEE ASSIGNMENTS

## 2 x 2 COUNCIL WORKING GROUPS

***(meet as needed)***

| BANNING UNIFIED SCHOOL DISTRICT | MORONGO BAND OF MISSION INDIANS | MT. SAN JACINTO COLLEGE | SAN GORGONIO MEMORIAL HOSPITAL | CITY OF BEAUMONT |
|---|---|---|---|---|
| Miller/Royce<br><br>Staff: City Manager | Miller/Royce<br><br>Staff: City Manager | Barrington/ Flynn<br><br>Staff: City Manager | Flynn/ Barrington<br><br>Staff: City Manager | Flynn/Miller<br><br>Staff: City Manager |

## STANDING COMMITTEES

***(meet as needed)***

| ECONOMIC DEVELOPMENT | HEALTHY LIVING CITY | DOWNTOWN | BUDGET & FINANCE | HOMELESSNESS ADVISORY |
|---|---|---|---|---|
| Royce/Miller<br><br>Staff: Economic Development Manager | Miller/Wallace<br><br>Staff: Parks & Recreation Director | Wallace/Flynn<br><br>Staff: City Manager | Barrington/ Royce<br><br>Staff: Finance Director | Barrington/ Royce<br><br>Staff: City Manager |

| CANNABIS | GENERAL PLAN | CDBG |
|---|---|---|
| Miller/Wallace<br><br>Staff: Community Development Director | Barrington/ Flynn<br><br>Staff: Community Development Director | Miller/Royce<br><br>Staff: Economic Development Manager |

## BANNING CITY COUNCIL

# 2026 COMMITTEE ASSIGNMENTS

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

## BANNING CITY COUNCIL

# 2026 COMMITTEE ASSIGNMENTS

## 2 x 2 COUNCIL WORKING GROUPS

***(meet as needed)***

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

## STANDING COMMITTEES

***(meet as needed)***

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

| CANNABIS | GENERAL PLAN | CDBG |
|---|---|---|
| Staff: Community Development Director | Staff: Community Development Director | Staff: Economic Development Manager |

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Sandra Calderon, Acting Deputy City Clerk** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration and Approval of the meeting minutes of the May 13, 2025, May 14, 2025, May 22, 2025, Regular meeting of November 12, 2025, and the Closed Session and Workshop of the November 9, 2025, City Council meetings.** |

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**RECOMMENDATION:**

Approve the meeting minutes of of the May 13, 2025, May 14, 2025, May 22, 2025, Regular meeting of November 12, 2025, and the Closed Session and Workshop of the November 9, 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 05 13 _ City Council _ Closed Session _ Draft.pdf
2. 2025 05 13_City Council_Regular Meeting_Draft.pdf
3. 2025 05 14 _ City Council _ Workshop _ Draft .pdf
4. 2025 05 22 _ City Council _ Workshop _ Draft .pdf
5. 2025 11 12_Regular Meeting_DRAFT.pdf

6. 2025 12 09_Closed Session_DRAFT.pdf
7. 2025 12 09_Workshop_DRAFT.pdf

# MINUTES

## CITY COUNCIL - SPECIAL MEETING (CLOSED SESSION)

## CITY OF BANNING, CALIFORNIA

**May 13, 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.*

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
Caroline Patton, Administrative City Clerk

**1. CALL TO ORDER –** 4:03 PM

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

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

None

**3. CLOSED SESSION**

**John Pinkney**, City Attorney read closed session items.

3.1 **CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION – SIGNIFICANT EXPOSURE TO LITIGATION**

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

3.2 **CONFERENCE WITH LEGAL COUNSEL: ANTICIPATED LITIGATION – POTENTIAL INITIATION OF LITIGATION**
Pursuant to Government Code Section 54956.9(d)(4)
One Potential Case.

3.3 **PUBLIC EMPLOYEE PERFORMANCE EVALUATION**
Pursuant to Government Code Section 54957
Title: Interim City Attorney

3.4 **PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE**
Pursuant to Government Code Section 54957

3.5 **CONFERENCE WITH LEGAL COUNSEL: EXISTING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1)
One Case: Worker's Compensation Case No.1080-WC-21-0000016

**4.** **ADJOURNMENT** – 6:23 P.M.

*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/199?view_id=1&redirect=true***

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

**May 13, 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
Robert Fisher, Acting City Manager
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk

**1. CALL TO ORDER** – 5:24 P.M.

**1.1 INVOCATION**

Performed by Nathaniel Rodriguez of Infinite Center

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 | |

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## 2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

Motion to approve the agenda with item 6.1 tabled by Mayor Pro Tem Royce and seconded by Councilmember Miller.

Motion approved unanimously by a vote of 5-0.

## 3. PRESENTATIONS

3.1 Proclamation - Kids to Parks Day

Mayor Flynn read the proclamation.

3.2 Small Business Recognition Award - Truck Works, Inc.

Mayor Fynn read the recognition award. A video was played to highlight Truck Works, Inc.

## 4. REPORT ON CLOSED SESSION

**John Pinkney**, Interim City Attorney, provided the report.

3.4 Public Employee Discipline

Dismissal/Release

Motion made by Mayor Pro Tem Royce and seconded by Councilmember Miller to approve a separation, severance, and general release agreement with Lincoln Bogard.

Motion carried with a vote of 4-1.

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

5.1 **PUBLIC COMMENTS**

**Mario Carlos,** reported that Opportunity Village is operating well but faces limited staff, no outreach team and challenges with permanent housing. Even so, since January 2024 the shelter has placed 15 residents in permanent housing 10 have exited with income, and over 75% exited to known destinations. Visible homelessness reflects the lack of outreach, not shelter performance. He stated

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he supports renewed collaboration with Faith in Action, and thanked community partners.

**Inge Schuler,** commented on the Crossroads project, noting that some public support appears based on expected revenue, but clarified that after annexation, most property tax revenue would go to the county, not the city. She also raised concerns about the project's usefulness given current declines in shipping activity, with cargo volumes at the Ports of LA and Long Beach down 35-40%, reducing the need for storage and logistics facilities. She noted that even small decreases in port activity result in significant job losses and urged the city to consider these economic uncertainties before making decisions on the Crossroads project.

**Amy Pippenger**, announced an upcoming community event at Dysart Park called Barrels, Brews, and Bites. The event will feature barrel racing, mutton busting, and a carnival provided in partnership with Live Oak Canyon Pumpkin Patch. Parking and admission is $5.00. The event will take place from 5:00 PM – midnight.

**Carol Albaugh,** addressed the City Council regarding the proposal that was previously emailed to the council. The proposal suggests that Faith in Action take over Opportunity Village operations using unspent grant funds. It would involve current staff, rebranding efforts, community outreach, and collaboration with local police to address chronic homelessness. She emphasized that Faith in Action would like the opportunity to present their full proposal before the council makes any decisions. They are requesting equal presentation time alongside other agencies.

**Marco Santana**, grant writer and board member for Faith in Action, expressed support for a formal partnership with the City to continue operations at Opportunity Village. He stated that Opportunity Village is more than a shelter, offering pathways to permanent housing. Faith in Action can bring funding for housing navigation, rental assistance, and case management, and include residents in future grant opportunities. He noted existing and expanding partnerships with county and local agencies to connect the site to a broader system of care.

**Shelly,** announced a free community resource assistance event at the Banning Church of the Nazarene. The event will serve as a central hub for residents to access essential resources, including food, basic needs, provided by partners such as Carol's Kitchen, Help Inc., Inland Behavioral Health, Riv Co Social Services, and the local fire department. She emphasized the event's goal of supporting vulnerable residents and invited the council to attend and show their support.

**Diego Rose,** commented on the potential RFP process for a new city manager, urging the council to prioritize continuity and consider internal candidates who understand the local community and its needs. He emphasized the value of local experiences, unity among council members, and avoiding divisions that hinder progress. He encouraged the council to work together, focus on meaningful change, and acknowledged the difficulty of their roles while expressing appreciation for their efforts.

**Oleg Ivaschuk,** a local business owner and the president of the Banning Chamber of Commerce announced an upcoming event offering residents the opportunity to meet with Riverside County Supervisor Xstian Gutierrez. The

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event will be held on Wednesday, May 21 at 7:00 AM at the Farmhouse with tickets available for $25.00 on the chamber's website or phone.

5.2 **CORRESPONDENCE**

None

5.3 **APPOINTMENTS**

None

5.4 **CITY COUNCIL COMMITTEE REPORTS**

**Councilmember Wallace** reported that the RCA supported SB 427, which would extend state funding for habitat conservation and land acquisition beyond 2030. She also shared updates from the Border Committee regarding long term regional transportation planning between Riverside County and San Diego, noting projected population growth in Riverside County. She attended the City Leaders' Summit and SCAG meetings, where they met with legislative and transportation representatives to discuss local issues and opportunities.

**Mayor Pro Tem Royce** reported attending the Leader's summit and meeting with State Assembly members in Sacramento, who were receptive to discussing local needs. As the City's representative to SCAG, he also participated in workshops focused on supporting local economies, sustainable infrastructure, and resilient city growth.

**Councilmember Barrington** reported attending the City Leader's Summit in Sacramento for two and a half days, participating in informative sessions on homelessness and city sustainability. She also attended a 2X2 meeting with Beaumont to discuss animal shelter options, noting that both cities are aligned and progress is being made.

**Councilmember Miller** reported attending the League City Summit and participating in sessions on goal setting and retaining talented leaders. Homelessness, housing, wildland fire, and disaster management. He noted that financial instability is the primary cause of homelessness, rather than drugs or alcohol, and discussed challenges with Caltrans and the railroad in cleaning encampments. he also attended the RTA meeting and met with Supervisor Gutierrez regarding the jail navigator programs, specifically adjusting inmate release times for better access to services. Miller also clarified that homeless individuals arrested in Banning do not automatically become city residents unless residency was previously established.

**Mayor Flynn** reported that she also attended the League of CA cities summit in Sacramento and found the seminars valuable. She also reported on participating in a committee meeting about the animal shelter, and they will visit the Banning animal shelter to see its viability. She also reported attending the Law Enforcement Appreciation Night on April 30.

5.5 **CITY MANAGER'S REPORT**

**Robert Fisher** thanked Ruben Macias and Moses Medina for cleaning up areas of the city. **Art Vela** provided an update on the Public Works Department, including the replacement of light bulbs for a pilot study. **David Newell** provided an update about the General Advisory Committee and the Planning Commission.

5.6 **CITY ATTORNEY'S REPORT**

**John Pinkney** provided the City Attorney report, reminding the council and community of procedures for public hearings and comments.

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5.7 **CITY TREASURER'S REPORT**

**Sue Savage** reported that there were no reportable items at the time.

Council questions:

Councilmember Miller asked Sue Savage to send a copy of the previous treasurer's report, mentioning he had not received it yet.

## 6. CONSENT ITEMS

Items pulled: 6.3, 6.6, 6.9

Mayor Flynn opened public comments for items not pulled

**Frank Connolly** asked why the city has been adhering to the requirement of $5,500 and 30 feet, noting that vehicle specifications are set and cannot exceed certain limits. He questioned why the standard continues to be followed

Mayor Flynn closed comments for items not pulled.

Motion made to approve consent items not pulled made by Councilmember Wallace and seconded by Councilmember Miller.

Motion carried unanimously with a vote of 5-0.

6.1 Approval of the Meeting Minutes for the February 14 and February 25, 2025 City Council Meetings

6.2 Receive and File Cash and Investments Report for the Month of March 2025

6.3 Parks and Recreation Report of Monthly Activities through the 3rd Quarter of Fiscal Year 2024/2025 - March 2025

Council discussion:

Councilmember Barrington praised the Parks and Recreation Department services and noted increased park usage and tree maintenance. She expressed concern that Dysart Park is the only park charging a usage fee for Stagecoach Days, despite being maintained by the Pippenger Family, while Lions Park is free for Banning Pass Little League usage.

Ralph Wright, Parks and Recreation Director, noted that in the upcoming MOU a fee waiver would be listed.

Mayor Flynn opened public comment

**Diego Rose**, commented on joining th Stagecoach Days Committee three years ago and quickly grew to love It after seeing the community's energy at local events. He prasied Banning's beauty, clean air, and strong sense of community. He stressed that Parks and Rec must ensure community funds truly benefit residents. He called Banning a gem worth protecting.

**Amy Pippenger,** stated that Stagecoach Days relies on many volunteers, but much of the work falls on her family since 2013. The association has invested over $100,000 into Dysart Park and just received another $100,000 from Morongo to finish the rodeo arena. Despite

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this, the speaker said that they still have to pay $145 for each event, even though they hold many events and make little profit.

Mayor Flynn closed public comment

6.4 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37389-3 PA 29 within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System

6.5 Consideration of Resolution 2025-55, Awarding a Professional Services Agreement to Tetra
Tech, Inc. for CARB Accredited Verification Services - GHG Emissions Report in the Amount of $27,500 Over Five Years

6.6 Consideration of Resolution 2025-56, Approving the Renewal Letter Agreement Between the City of Banning and the City of Riverside Renewing the Utility Services Agreement for Fiscal Years 2026 and 2027 at the Current Monthly Rate of $47,074

Council questions:

Councilmember Barrington questioned if there is any revenue or if the money is just a loss.

Mayor Pro Tem Royce asked if there would ever be a point in time when this could be brought in-house.

Mayor Flynn opened public comment

None

Mayor Flynn closed public comment

Motion to approve resolution 2025-56 made by Mayor Pro Tem Royce and seconded by Councilmember Wallace.

Motion carried unanimously 5-0.

6.7 Consideration of Resolution 2025-57, Accepting Various Right of Way Dedications, Easements, and Quitclaims of Existing City Easements Related to the Improvement of Wilson Street at Smith Creek, Within the Atwell Specific Plan

6.8 Consideration of Resolution 2025-58, Approving the Street Name Changes Within Tract 33540 (KB Homes - Vista Robles)

6.9 City of Banning Fire Hydrant Maintenance Program

**Art Vela,** Public Works Director, provided the staff report

Council questions:

**Mayor Flynn** asked if testing had started in Sun Lakes.

**Councilmember Miller** asked if the maintenance program included the blowoff

**Councilmember Barrington** asked for a fire hydrant to be placed on John St, where there is no nearby hydrant.

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Mayor Flynn opened public comment

None

Mayor Flynn closed public comment

**Inge Schuler,** noted that after many years, progress has finally been made, leading to improved efficiency. She highlighted recent improvements on Ramsey westbound near Sunset and the nearby shopping center by the animal clinic. She emphasized how great the improvements look and expressed confidence that similar results can be achieved without excessive spending.

**Diego Rose,** noted concerns about a fire hydrant near their property that obstructs access and was recently damaged. He requested that the hydrant be moved to improve safe entry and exit for service trucks. He felt that the past planning had overlooked his business needs and urged better coordination moving forward.

**Kathy Aranda,** reported that two fire hydrants near Albertson's are missing parts, allowing the internal waterline to be visible. She raised concern about the safety of this.

Mayor Flynn closed public comment.

## 7. PUBLIC HEARINGS

7.1 Consideration of (1) Resolution 2025-59, Approving the Banning Commerce Center Project by Sansone Group, Including a Design Review Application, Case DR 21-7017, for the Construction of a 1,320,284-Square Foot Industrial Warehouse Building on 131.28-acres of Land Generally Located North of the I-10 Freeway/E. Ramsey Street, East of N. Hathaway Street and Bisected by Wilson Street ("Project Site") and a Tentative Parcel Map Application, Case TPM 38756, for the Subdivision of the 131- 28-acre Project Site into Three Numbered Lots for Private Development Improvements and Four Lettered Lots for Right-of-Way and Other Improvements; (2) Resolution 2025-60, Certifying the Environmental Impact Report (SCH No. 2022090102), Adopting Findings and a Statement of Overriding Considerations, and Adopting a Mitigation Monitoring and Reporting Program for the Banning Commerce Center Project Consisting of a 1,320,284-Square Foot Industrial Warehouse Building on 131.28-acres of Land Located on the Project Site; and (3) Introduction and First Reading of Ordinance 1609, Approving a Development Agreement By and Between the City of Banning and JDJN Enterprises, LLC, a Missouri Limited Liability Corporation

David Newell, Community Development Director, provided the staff report.

Council questions:

Councilmember Wallace questioned whether trucks would be coming down Hargrave onto Nicolet. She asked about improvements to Hathaway Street and who would continue to maintain it.

Mayor Pro Tem Royce asked if it was possible to hear the reasoning for the Planning Commission's split vote on this project.

Councilmember Barrington questioned the traffic patterns and questioned how it could be done without an easement by the property owner.

Councilmember Miller asked when the development of Cottonwood would be completed.

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Mayor Flynn expressed concern about the 3-2 vote by the Planning Commission.

The applicant (**Sansome Group**) provided a presentation.

Mayor Flynn opened the public hearing at 9:06 PM.

**Robert Ramos**, spoke in support of the project, praising the contractor's commitment to local hiring and apprenticeship opportunities. He said this will strengthen the local workforce, boost the economy, and allow workers to stay closer to home. He urged the approval of the project.

**John**, a Banning resident who lives near Hoffer Elementary spoke in support of the project. He said it would create well paying local jobs and allow workers like him, who have commuted for 22 years, to work closer to home. He noted the project's significant infrastructure investments, including over $20 million in road and bridge improvements, and an estimated $500,000 in annual economic benefit to the local chamber of commerce. He urged the council to approve the project.

**Jose Garcia**, spoke in support of the Banning Commerce Center. He shared that he is currently in a Christian Recovery Program and rebuilding his life, and said projects like this are essential because they create hundreds of constructions and permanent jobs, including entry level and managerial positions across transportation, logistics and distribution. He described the project as a clear benefit to the community and urged the council to approve it.

**Alfredo Valencia**, spoke in support of the Banning Commerce Center. He said the 1.3 million square feet project will create meaningful opportunities for men rebuilding their lives and allow them to contribute positively to the community. He noted that several attendees have overcome additional land hardship, and that jobs offered by projects like this provide real alternative to negative paths. He urged the approval of the project.

**Salvador**, representing the Western States Reginal Council of Carpenters, spoke in support of the project. He said the union has 5,400 members in Riverside County and about 500 in Banning, and praised the developer for committing to hire local, skilled workers at area standard wages with health insurance and retirement benefits. He highlighted the project's $21 million in infrastructure improvements, including sewer upgrades, a lift station, and a substation plus $9 million for a needed interchange. He also noted the project's value to local youth through programs like career connection. He urged the council to approve the project.

The speaker outlined three reasons the project is a strong fit for Banning: Community, economics, and workability. He noted broad community support from residents to labor groups who want more opportunities in Banning. He emphasized that private development is essential for both job creation and major infrastructure investment. He said the developer has shown a willingness to work collaboratively and act in the city's best interest. He urged the council to support the project so it can have a positive impact on the community.

**Oleg Ivascheck** expressed support for the project, noting its benefits to the City of Banning. He highlighted that the project would help diversify the city, improve infrastructure, support the local electric utility, and increase business for nearby gas, food and lodging establishments. He added that industrial developments often generate more tax revenue while requiring fewer public services.

**Kathleen Dale** stressed that project timing is critical and supports using the alternate route via Nicolet to protect the community once there is an interchange. She noted another

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upcoming project that could allow a future connection through Ramsey. She asked that traffic control provisions be added to the project's conditions of approval and monitoring program and urged strengthening the HCP provisions based on conversation groups.

**Virginia Cervantes** acknowledged the project will create jobs but expressed concern that afterward the community may be left with large, empty buildings and limited long-term benefit. She noted nearby vacant warehouses as an example and urged the city to prioritize projects that provide houses ideally 20,000 square feet or more.

**Tracy** noted that a large warehouse south of the freeway has been vacant since 2022-2023, and questioned why, if there is a strong demand, these existing spaces remain unoccupied. She stated that 23 million square feet of industrial space is currently on the market, suggesting limited interest. She added that building new warehouses takes about 20 months and urged the city to avoid adding more industrial buildings.

Mayor Flynn closed public comment and public hearing

Council discussion:

**Councilmember Wallace** commented on the empty Sketchers building, mentioning there should have been a port of call, which the city doesn't currently have.

**Mayor Pro Tem Royce** asked for the Planning Commissioner's concerns to be addressed and then for it to be brought back.

**Councilmember Barrington** commented that residents' concerns should be addressed, and that this may not be the correct location for a warehouse.

**Councilmember Miller** asked Mr. Newell to confirm that the planning commission had made recommendations. He also noted that Banning currently only has one warehouse.

Motion made to continue the public hearing to May 27th made by Mayor Flynn and seconded by Mayor Pro Tem Royce.

Motion carried by vote of 4-1.

Motion to extend the meeting another hour made by Mayor Pro Tem Royce and seconded by Councilmember Miller.

Mayor Flynn asked for changes be made to the agenda.

9.2 Discuss and Provide Direction to Staff to Develop a Weekly Summer Food Truck Event on City-Owned Property Located at 150 E. Ramsey Street

**Alexander** provided the presentation.

Council questions:

**Councilmember Barrington** commented that it was a great idea especially with the backing of the Chamber. She noted that the city may not have all the resources requested.

**Councilmember Miller** asked about the profits made and whether they are shared.

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**Mayor Flynn** mentioned that the police station is across the street from the proposed property.

Mayor Flynn opened public comment

**Frank Connolly,** shared that from 1992-1995 the Chamber held a successful weekly Friday night street event with up to 2,000 attendees. He suggested reviving a smaller version by temporarily closing Ramsey Street between Alessandro and San Gorgonio and offering simple kids activities. He expressed his willingness to help organize.

Mayor Flynn closed public comment

Council discussion:

Councilmember Miller noted that Ramsey may not have to be shut down at San Gorgonio.

Mayor Flynn commented that the festival would be seen from the freeway.

Councilmember Barrington mentioned that the Google Maps is outdated as there is a Fearless Brand Hot Dog noted there.

Motion to develop a weekly summer food truck event made by Councilmember Barrington and seconded by Councilmember Miller.

Motion carried unanimously 5-0.

## 8. REPORTS OF OFFICERS

8.1 Consideration of Resolution 2025 -61, Opposing South Coast Air Quality Management District's Proposed Amended Rules 1111 and 1121

Art Vela, Public Works Director, provided the staff report.

Council questions:

Mayor Flynn confirmed modifications regarding the mandatory switching over to water heaters.

Mayor Flynn opened public comment

**Frank Conolly** opposed recent state policies, saying they create unnecessary burdens for residents. He described managing a housing complex and dealing with repeated appliance failures caused by hard water, including expensive water heater replacements and issues with electric stoves. He expressed frustration with those costs and concluded by thanking the council for opposing the rules.

Mayor Flynn closed public comment

Motion to adopt Resolution 2025 -61 and attached amended rules made by Mayor Flynn and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0.

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8.2 Consideration of Resolution 2025-62, Receiving a Report in Connection with the proposed Collection on the 2025/2026 Riverside County Property Tax Roll of Delinquent Solid Waste Service Charges for Single -Family and Multi-Family Accounts for Calendar Year 2024, Setting a Public Hearing on the Report and Making a Determination of Exemption Under CEQA

Art Vela, Public Works Director, provided the staff report.

Mayor Flynn opened public comment

**Frank Connolly** reiterated the importance of finding out how many of the accounts are rental property. He mentioned that some owners may not be aware that tenants are not paying the trash bill.

Mayor Flynn Closed public comment

Council questions:

Councilmember Miller confirmed if Waste Management was direct billing.

Motion to adopt Resolution 2025-62 made by Mayor Flynn and seconded by Councilmember Miller.

Motion carried unanimously 5-0

8.3 Consideration of Resolution 2025-63, Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2025/2026, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District No. 1

Nate Smith, Deputy Director of Public Works, provided the staff report.

Council questions:

Mayor Flynn opened public comment

None

Mayor Flynn closed public comment

Motion to adopt Resolution 2025-63 made by Councilmember Miller and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0.

8.4 Consideration of Resolution 2025-64, Establishing Fiscal Year 2025/2026 Rates for Residential and Commercial Garbage, Recyclable and Organic Waste Collection, Transportation, Recycling and Disposal Services, and Making a Finding of Exemption Under the California Environmental Quality Act

Art Vela, Public Works Director

Council questions:

Mayor Pro Tem Royce asked in Waste Management is making money off of the recycling.

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Motion to adopt Resolution 2025-64 made by Councilmember Wallace and seconded by Councilmember Miller.

Motion carried unanimously 5-0.

8.5 Consideration of Resolutions 2025-65, 2025-02 UA, and 2025-02 SA, Approving the Citywide Proposed Midyear Budget for Fiscal Year 2024-25

**Michelle Green,** Interim Administrative Director, provided the report.

Council questions:

Mayor Flynn asked whether the intention was for the council to approve all three of the resolutions.

Mayor Flynn opened public comment

**Frank Connolly** expressed concern about the City's financial management, stating they would not run their own finances the way the City currently does. He emphasized the need for better control, clearer oversight, and transparency regarding revenues and expenses. He warned that continued poor financial practices could negatively impact the City's long-term stability.

Mayor Flynn closed public comment

Council discussion:

Councilmember Miller acknowledged Michelle Green's hard work on the midyear budget, noting it's a lot of information to digest in one evening.

Mayor Pro Tem Royce mentioned that at the next meeting, the consultant would be present.

Motion to adopt resolutions 2025-65, 2025-02 UA, and 2025-02 SA made by Mayor Pro Tem Royce and seconded by Councilmember Wallace.

Motion carried unanimously 5-0.

Motion was made to extend the meeting to another hour by Councilmember Wallace and seconded by Mayor Pro Tem Royce.

## 9. DISCUSSION ITEMS

9.1 Discussion Regarding Contracted Services for Homeless Encampment Clean Up, Illegal Dumping Abatement and Graffiti Removal

Art Vela, Public Works Director provided the staff report

Council questions:

Councilmember Wallace asked where the funds would come from to fund the contract.

Mayor Pro Tem mentioned that he would like a pro active approach taken to this; mentioning dumping and graffiti areas.

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Councilmember Miller noted this being a great idea but mentioned wanting to see a cost before moving forward.

Mayor Flynn mentioned a suggested ordinance announced by the Governor and questioned if there were funds that the City could tap into.

Mayor Flynn opened public comment

None

Mayor Flynn closed public comment

## 10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Councilmember Wallace announced that there are citizens asking why there is no RFP for a City Manager.

Councilmember Miller announced Coffee with a Cop on May 20th and Splash with a Cop on May 24th at the Aquatic Center.

## 11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

1. 2x2 committee with the jail (Royce)
2. Acting 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)

Motion to adjourn the meeting made by Mayor Pro Tem Royce and seconded by Councilmember Barrington

Motion carried unanimously 5-0.

## 12. ADJOURNMENT – 11:54 P.M.

Next Regular Meeting – May 27, 2025

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*Prepared by: Amanda Morgan, Program Coordinator*
*Reviewed and submitted by: Sandra Calderon, 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/201?view_id=1&redirect=true***

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

**May 14, 2025**
**6:30 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
Robert Fisher, Acting City Manager
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk

### 1. CALL TO ORDER – 6:31 P.M.

ROLL CALL

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

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

**Virginia Cervantes,** expressed concern about vulnerable individuals within the homeless population, noting signs of possible human trafficking. She emphasized that some homeless individuals need help but don't know how to access it, while others struggling with addiction may

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pose safety risks. She urged attention to both public safety and support services and thanked them.

**Daniel Pourter,** congratulated Mayor Flynn on her recent appointment to Mayor and stated that he represented Banning-based Faith in Action. He emphasized that many of the local homelessness issues stem from misunderstandings and a great problem. He urged the Council to consider a local organization to assist since they are the ones hitting the ground and are familiar with the city's homeless population.

**Mario Carlos,** asked several questions about the coordination of services, resource integration, and agency partnerships. He emphasized the need to understand how partnerships can better support individuals with severe substance use disorders, especially when detox services are unavailable for days. He expressed concern about maintaining engagement and safety for individuals navigating insurance barriers and delays in accessing detox treatment. He noted that in 2024, 95 individuals were discharged, and nine required detox, highlighting the complexity and prevalence of substance-related issues in the community. He thanked the council for raising these issues and expressing interest in finding a way to address the issues.

**David Kieffer,** shared that he had recently spent time speaking with Mario Carlos, Acting Director of Opportunity Village, to better understand the current conditions and concerns. He expressed difficulty with the meeting procedure, noting that public comments occur before the scheduled presentation, leaving them without enough information to ask meaningful questions. He asked whether the public would have an opportunity to ask questions after the presentation, stating that many attendees would benefit from that option.

**Kathy Aranda,** identified herself as a crisis counselor and emphasized the importance of compassion, both for people experiencing homelessness and for hard-working residents, families, and children who must navigate unsafe or unpredictable situations in the community. She noted that while compassion is important, any homeless individual who struggles with violence, addiction, and instability creates safety concerns for police and residents. She stated that current approaches are not working and asked for a different strategy that balances compassion and community safety.

**Jacqueline Renteria** expressed concerns about inappropriate behavior near schools by homeless individuals. She highlighted her own hard work as a single mother without government assistance. She questioned the lack of transparency in the current homeless program outcomes at Opportunity Village and called for clearer reporting on how many participants have achieved stable housing or employment.

**Luke Gregory** described long-standing challenges with homelessness, noting that many individuals refuse help due to not wanting rules, while others struggle with mental illness or addiction and require significant resources the city does not have. He shared this personal experience with his son's mental health and addiction issues, explaining that the Village program, while not perfect, provided meaningful support during crisis. He emphasized that homelessness solutions require substantial resources, that no single program will solve everything. He urged the city to focus on approaches that genuinely help rather than on ones that do not.

**Armando Martinez** asked council members and the audience how many of them personally see the growing number of homeless individuals in town. He stressed that residents encounter this daily and cannot ignore it. He urged the council to recognize the severity of the problem.

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## 3. WORKSHOP

3.1 PRESENTATION BY SOCIAL WORK ACTION GROUP ("SWAG"). CITY COUNCIL TO PROVIDE DIRECTION TO STAFF ON WHETHER TO MOVE FORWARD WITH NEGOTIATING A CONTRACT WITH SWAG TO PROVIDE HOMELESS SERVICES WITHIN THE CITY OF BANNING

Aaron, Monica, and David, from Social Work Action Group (SWAG), provided a presentation.

Council questions:

Councilmember Wallace asked SWAG to provide documentation of their organization, including bylaws and governing documents. She also asked how long it takes to get a homeless individual off the street into treatment and to differentiate the difference between SWAG and Opportunity Village, noting SWAG is a street team. She also asked when SWAG began partnering with Banning PD.

Councilmember Barrington asked SWAG to list the organizations they partner with. She asked if they would be able to partner with the current organizations in the community.

Mayor Flynn asked SWAG whether they would apply for grant funding through the newprogram announced by the State.

Robert Fisher, Acting City Manager, provided a staff report surrounding the current situation of homelessness in the city of Banning, including Opportunity Village.

Council questions:

Councilmember Wallace asked how SWAG would be funded.

Mayor Pro Tem Royce asked how much has already come out of the general fund.

Councilmember Miller confirmed that it was from the general fund.

Mayor Flynn opened public comment

**The speaker (name)** requested clarification that a homeless individual living on private land with the owner's permission is not violating any new rules. He emphasized that if a person is not stealing, not breaking the law, and an American citizen, that individual deserves to be treated fairly until they can join an assistance program.

**David Kieffer**, questioned how the City will address situations where outside groups, such as Faith In Action, are providing services that may not fully align with the City's approach. He asked how these efforts can work together without stopping the groups from doing their work. He also noted concerns about limited staffing, explaining that the City lacks sufficient staffing. He is highlighting that one staff member has to remain at Opportunity Village and cannot conduct street outreach. He emphasized that the current approach being presented is what is already behind done.

**Jaqueline Renteria** expressed support of SWAG for using qualified social workers, transparency, and accountability for being willing to present their documents and bylaws. She expressed concern about spending $3 million on housing without strong standards and stated that programs like SWAG, which show clear transparency and real work in the community, should be considered.

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**Kathy Aranda**, agreed with the speaker before her, encouraging the council to move forward without further delay and to begin working with SWAG.

**Virgina Cervantes** encouraged the city to bring all the local service providers together, along with council members, police, and code enforcement to coordinate efforts and understand that each group needs to be effective. She emphasized that collaboration will improve resident safety, especially for vulnerable neighbors, and urged the City to explore available grants so all groups can work toward the same goal of addressing homelessness.

**Rhonda,** noted that many previous meetings have involved multiple groups, but each operates independently and problems appear to be worsening. She expressed uncertainty about whether the current proposal will be effective and asked if funding, specifically money spent on employees for Opportunity Village, will be sufficient to support the new program.

**Kathleen Dale**, expressed concern about the increasing disorder and homelessness, particularly on the north side of the freeway where individuals are living on sidewalks and blocking pedestrian access. She noted frequent issues near Highland Springs and Walmart and suggested the need for coordinated response between the City, local businesses and the County. She emphasized that there are resources already in place and it should not be the city's job to provide housing.

**Juanita Diaz** expressed support for the proposed approach and encouraged the community to set aside personal feelings and give the new council a fair chance. She noted that the past strategies over the last seven years have not worked and emphasized the need for unity, maturity, and openness to change. She acknowledged that some people may resist or undermine the effort, including some churches or individuals, but she believes many residents love the city and are committed to positive change. She urged the community to allow the new council and staff the opportunity to do their jobs before judging the outcome.

**Luke Gregory**, expressed that police resources are dominated by daily homeless-related calls, leaving little capacity for traffic enforcement and other safety needs. He noted frequent speeding and major accidents on Ramsey and questioned whether the city has enough officers. He also raised concerns about rising costs and urged the city to reassess priorities for the whole community.

**Edward Espinosa** stated that the City's main issues are the misconduct of transients on the street, including defecation, drug use, and blocking streets. He said many local businesses are affected and some unintentionally encourage transients by providing food, water or restroom access. He believes SWAG can help address the problem.

Mayor Flynn closed public comment.

Representatives from SWAG spoke to respond to comments and questions.

Council discussion:

Councilmember Miller noted that there is a serious problem in Banning and there is a need for intervention but commented on needing to look at the City's finances before committing them to a contract and allow Faith in Action to provide a presentation for equal opportunity.

Councilmember Barrington agreed that she would like to see Faith in Action present their proposal for equal opportunity, noting that FIA and SWAG do two different things. She noted

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the spending on staffing for Opportunity Village and suggested there may be funding to hire SWAG.

Mayor Pro Tem Royce agreed with his colleagues and noted that there will be spending either way but commented on the importance of hiring individuals who are properly equipped. He encouraged the idea of speaking with the State to change the allocation of the funding towards paying for SWAG.

Councilmember Wallace agreed with Mr. Miller, noting that she would like to see stats and monies, and police calls.

Mayor Flynn commented that conferences that she attended the topics are often centered around housing. She mentioned being contacted by businesses who have said their store fronts are inundated with homeless individuals. She mentioned that while there is no discussion of funding currently, providing directions to negotiate a contract is a part of the discussion.

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

Motion carried unanimously 5-0.

**4. ADJOURNMENT – 8:51 PM**

Next regular meeting – May 27, 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/202?view_id=1&redirect=true***

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# MINUTES

## CITY COUNCIL - SPECIAL MEETING (WORKSHOP)

## CITY OF BANNING, CALIFORNIA

**May 22, 2025**
**10:00 a.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
Robert Fisher, Acting City Manager
Vickie Sellers, City Clerk
Caroline Patton, Administrative City Clerk

### 1. CALL TO ORDER – 10:03 AM

ROLL CALL

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

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

**John Hagen,** expressed his concerns as to why Faith in Action had been dismissed in the first place, and supported their upcoming presentation.

**David Kieffer,** stated that he was unfamiliar with what would be presented, but shared that he had been involved with Faith in Action for about 5 years, having served on the Board of Directors. He addressed concerns that the group SWAG did not appear to provide services for individuals such as veterans with disabilities. He shared a recent observation of and individuals seeking housing

who did not appear to have mental health issues but needed a place to stay with access to services.

**Frank Conolly,** commented on the timing of the Council meeting, noting that it would be better to schedule the meeting for a time when the majority of the general public would be able to attend.

**Rosendo Del Rio,** noted that he works at at the Banning Sizzler, commenting that If Faith in Action were to move into the new Wells Fargo building, there would be discussion of the business moving locations.

**Tyler Jones,** expressed appreciation for the city and the opportunity to participate, noting his recent relocation from San Diego in search of affordable housing. He acknowledged the complexity of homelessness issues and the difficult position facing decision makers. Drawing on experience as a business owner,

## 3. WORKSHOP

3.1 Presentation Related to Banning Police Department Transient Statistics 2024-2025 YTD

**Brandon Smith, Acting Police Captain,** provided the staff report.

Council questions:

Mayor Pro Tem Royce questioned in the statistics, including medical calls.

Councilmember Wallace, when they don't want help, where are they moving those individuals to.

Councilmember Miller commented that having the medical statistics as a part of the report would be helpful.

Mayor Flynn opened public comment

**Heidi Hilliard** asked if all of these presentations are on the city's website.

**Frank Conolly** commented that statistics and presentation were not published on the agenda.

Mayor Flynn closed public comment.

3.2 PRESENTATION BY FAITH IN ACTION CITY COUNCIL TO PROVIDE DIRECTION TO STAFF ON WHETHER TO MOVE FORWARD WITH NEGOTIATING A CONTRACT WITH FAITH IN ACTION TO PROVIDE HOMELESS SERVICES WITHIN THE CITY OF BANNING

Faith in Action provided the presentation
Council questions:

Councilmember Miller asked what the qualifications are for the community health workers and whether Faith in Action has social workers. He also questioned about the outreach. He also questioned Faith in Action can operate Opportunity Village without funding from the city.

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Mayor Flynn asked about the past 5 months activities of FIA and how it has been funded since being let go of Opportunity Village. She also asked about Faith in Action's intent to apply for the grant that Governor Newsom had recently announced. She mentioned grants received and the total surrounding those. She confirmed if Faith in Action provided tents to the unhoused and if the city would need to assist in housing.

Mayor Flynn opened public comment

**David Kieffer** compared proposals from SWAG and Faith in Action and raised concerns about follow-up, coordination, and individuals returning to the streets without resources through SWAG. He questioned the need for all nonprofits, churches, and city organizations to work together. He said that a more unified, collaborative approach would be more positive and effective.

**Frank Conolly,** mentioned that both contracts (SWAG and FIA) can be implemented together, each with different objectives and emphasized the importance of working collaboratively.

**Jacqueline Renteria** supporting working with an organization that has an established plan and structure, expressing concern about proposals that emphasize "trying" rather than demonstrating proven results. While valuing Faith in Action's contributions and on-the-ground social work, the speaker recommended delaying the decision and inviting both organizations to present at a public forum or town hall for further discussion. She only criticized interruptions during public comments, urging council members to be respectful and accountable when residents are speaking.

**Tyler Jones,** expressed concern over "yellow flags" in the proposal, citing language about new hires and untested approaches, and stated the need to move from trying to producing results. The speaker questioned whether the city has accurate date on how many people experiencing homelessness would use the services, cautioning against investing resources without clear evidence of demand.

**Heidi Hilliard,** suggested holding workshops with service providers and questioned whether social workers involved are properly licensed, emphasizing the importance of qualified staff and lived experience among employees or volunteers. She also expressed concern that financial details and budgeting were not adequately discussed, noting the absence of city representatives in financial planning conversations and characterizing the process as window shopping without proper fiscal review.

**Juanita Diaz,** expressed general support for the proposal but questioned eligibility, asking whether services would be limited to Banning residents and how residency would be verified, noting past instances of individuals coming from other cities. The speaker supported collaboration between Opportunity Village and Faith in Action, cautioned against being closed minded about outside partners, and stated willingness to work with both organizations to meet community's needs.

Mayor Flynn closed public comment

Council discussion:

Councilmember Wallace asked the Acting City Manager if he had located the grant and gained status of the monies. She also questioned if it was true that if Opportunity Village

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would be closed, if the city would be responsible for paying back the grant funding, clarifying she had spoken with the Supervisor regarding the money.

Mayor Pro Tem Royce appreciated the great comments and reiterated this must be many resources to make it happen. He also clarified to ensure that the Acting City Manager was looking into the grant

Councilmember Barrington commented on her respect for Faith in Action, noting their hard work in the community. She commented on seeing the need for both SWAG and Faith in Action to provide work in the commenting, noting that, financially, it would not be possible to support both organizations.

Councilmember Miller agreed with his colleagues but expressed concern over the city's financial position, emphasizing that it is important to understand the fiscal picture before making any other decisions. He also mentioned that the timing of the meeting was challenging for community members to attend, as many individuals work.

Mayor Flynn asked Faith in Action if the city would not fund them if the organization continued its work. She noted that staff are still looking into the grant options, expressing that there may be other options available.

**John Pinkney**, Interim City Attorney, went over details of the grant, specifically noting funding and terms surrounding some remedies that could be used under the contract.

Motion made by Mayor Pro Tem Royce to direct staff to see if the grant can be modified for wrapping services, and seconded by Mayor Flynn

Motion carried unanimously 5-0.

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

Motion carried unanimously 5-0.

**ADJOURNMENT – 12:38 PM**

**Next Regular Meeting – May 27th, 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).

*The entire discussion of this meeting may be viewed here:*
***https://banningca.granicus.com/player/clip/204?view_id=1&redirect=true***

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# MINUTES

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

**November 12, 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<br>Mayor Sheri Flynn<br>Council Member Leroy Miller<br>Mayor Pro Tem Richard Royce<br>Council Member Colleen Wallace |
| COUNCIL MEMBERS ABSENT: | None |
| OTHERS PRESENT: | John O. Pinkney, City Attorney<br>Arturo Vela, Interim City Manager<br>Vickie Sellers, City Clerk<br>Sandra Calderon, Acting Deputy City Clerk |

1. **CALL TO ORDER**

5:02 p.m.

**2.** 1.1 **INVOCATION**

Performed by Pastor David Kieffer of Our Savior's Lutheran 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 | |

**3. AGENDA APPROVAL**

2.1 **AGENDA APPROVAL**

A motion to approve the agenda was made by Council Member Wallace, seconded by Council Member Barrington. Motion carried unanimously 5-0.

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## 3. PRESENTATIONS

3.1 Recycling All-Stars Awards

**Recommendation:** No action required, awards presentation.

Guadalupe Vega and Johnny Russo's Italian Kitchen were recognized by City Council and Waste Management for their recycling efforts.

3.2 Retirement Recognition of Public Works Superintendent Carl Szoyka

**Recommendation:** Recognition for the retirement of Public Works Superintendent Carl Szoyka for nearly 38 years of service with the City of Banning.

Carl Szoyka, Public Works Superintendent, was recognized for 38 years of service dedication and contributions to the City.

3.3 Proclamation Honoring Mrs. Alice Louise Feldt Mandelke

**Recommendation:** Proclaim Wednesday, November 12, 2025 as a day to honor Mrs. Alice Louise Feldt Mandelke.

A proclamation was read honoring Alice Louise Felt-Mendelke on her 100th birthday, recognizing her lifelong residency and contributions to Banning.

## 4. REPORT ON CLOSED SESSION

Closed Session report by City Attorney John Pinkney

No reportable action was taken on closed session items 3.1 through 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; 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

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Pursuant to Government Code Section 54956.9(d)(4) – Deciding Whether to Initiate Litigation - One (1) Case.

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

### 5.1 PUBLIC COMMENTS

- **Julianne Dawkins-Despain** and Stephanie Robinson introduced their new business, Farm to Fork Cafe.
- **Sue Savage, City Treasurer**, expressed concerns about financial transparency and her limited access to city resources.
- **Lou Gregory**, Banning resident, commended on Carl s work and questioned the accuracy of homelessness statistics.

### 5.2 CORRESPONDENCE

A letter from Tanisha Taylor was read, expressing concerns about the lack of basic necessities and the presence of homelessness in Banning.

### 5.3 APPOINTMENTS

None

### 5.4 CITY COUNCIL COMMITTEE REPORTS

**Council Member Wallace**

- Reported on attending SCAG meetings and pilot programs, including e-bikes
- Mentioned upcoming grant opportunities through SCAG

**Mayor Pro Tem Royce**

- Attended the State of the City Address
- Commended the Chamber of Commerce and city staff

**Council Member Miller**

- Attended a TNOW meeting at Beaumont City Hall to discuss Pennsylvania grade separation and 79 interchange projects
- Attended the Cal City's Riverside County Division general meeting

**Mayor Flynn**

- Attended the City of Hemet State of the City on November 6.
- Attended Rosilicie Ochoa Bogh Town Hall which was held in Beaumont on November 9.
- Attended RCTC today and One of the things that came up is the Highland Springs Interchange project, which is in the pre-construction phase, and it's going to go into final design, and it is estimated to start until 2031 to 2032.

### 5.5 CITY TREASURER'S REPORT

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**Sue Savage, City Treasurer presented a detailed report covering:**

- City Council Finances: Expenses exceeding income for three years, reliance on investment funds.
- Payroll and Staffing: October payroll reached $1.9 million due to three pay periods.
- Banking Landscape: Updates on balances in various Bank of America and HCN Bank accounts.
- Banning Utility Authority: Overview of debt and bonds, highlighting payments due and the Chandler custody account.
- Banning Successor Agency: Cash withdrawals and use of funds to cover expenses.
- Call to action: a call to stewardship

5.6 **CITY MANAGER'S REPORT**

**Art Vela addressed some of the Treasurer's comments:**

- Explained the higher payroll expense in October due to three pay periods.
- Clarified that the Fair Oaks bond is paid by residents of that development.
- Discussed the strategic financing plan of issuing bonds for long-term infrastructure.
- Acknowledged the utility billing issue and efforts to catch up, with revenue starting to trickle in.
- Mentioned that the electric rate increase would help expedite the recovery of the Wells Fargo account.
- Announced a coordinated spay and neuter clinic event.
- Announced upcoming community events

5.7 **CITY ATTORNEY'S REPORT**

The City Attorney stated that City staff, the City Council and the City Attorney's Office have ensured the Treasurer has access to information necessary to fulfill her statutory duties and has been repeatedly invited to participate in efforts to restore the City's financial stability. It was noted that the Treasurer has not accepted those invitations, though there is hope she may reconsider.

The City Attorney also clarified that the City has a legal obligation to provide accurate and complete financial information. Until the City's books are brought current, statements made by the Treasurer do not constitute official City financial statements.

## 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 8, April 18 and October 28, 2025, City Council meetings.

6.2 Receive and File Fire Protective Services Statistics for the Month of October 2025.

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

6.4 Receive and File Police Department Statistics for the Month of October 2025.

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

6.6 Parks and Recreation Report of Monthly Activities through the 1st Quarter of Fiscal Year 2025/2026 - September 2025

6.7 Community Cleanup and Compost Giveaway Event Update

6.8 Issuance of "Tier II Public Notice" due to Exceedance of Hexavalent Chromium Maximum Containment Level.

6.9 Authorize the City Manager to sign the Notice of Completion for Project No. 2022-05, "Ramsey Street and Omar Street Intersection Improvements" as complete and direct the City Clerk to record the Notice of Completion.

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6.10 Consideration 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

6.11 Accept an Easement from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map No. 37389-3 PA 29 within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System

6.12 Consideration of Resolution 2025-147, Approving Amendment No. 1 in the Amount of $20,000 for a Total Agreement Amount of $45,000 with Pioneer Americas a Olin Corporation of Atlanta, Georgia for the Purchase of 12.5% Sodium Hypochlorite and Approving an Annual Agreement in the Amount of $45,000 per year for a Total of Five Years

6.13 Consideration of Resolution 2025-155, Amending the Classification and Compensation Plan Related to two Title Changes

6.14 Consideration of Resolution 2025-157, Granting of a Non-Exclusive Easement to Rancho San Gorgonio, LLC on Westward Avenue between Scott Street and the Eastern City Limit for Access, Ingress, Egress, and Maintenance Purposes

6.15 Consideration of Resolution 2025 -158, Approving the First Amendment to the Master Services Agreement (MSA) with Itron, Inc. (Itron) for Software-as-a- Service (SaaS) Agreement for OWCE (Open Way Collection Engine) and ISM (Itron Security Manager).

6.16 Consideration of Resolution 2025-159, Receipt of a One-time Transfer of Funds from the Clean Fuel Reward (CFR) Program

6.17 Consideration of Resolution 2025-160, Approving a New Purchase Order for GARDA CL West, Inc. to Use During Fiscal Year 2025/2026 and Fiscal Year 2026/2027 for an Amount Not to Exceed $35,000 per year

6.18 Consideration of Resolution 2025-161, Awarding a Professional Services Agreement for the Financial and Financial Forecasting Services to Urban Futures, Inc.

6.19 Consideration of Resolution 2025-162, Approving the Professional Services Agreement with Richard Heath & Associates, Inc. for Solar Photovoltaic and Energy Assessment Services

Mayor Flynn opened public comment
No public comment

Mayor Flynn closed public comment

Motion made by Council Member Wallace to approve items 6.1 through 6.16 and seconded by Council Member Miller

Motion carried unanimously 5-0.

## 7. PUBLIC HEARINGS

7.1 Consideration of Resolution 2025-156, Adopting the Comprehensive User Fee Study Report Prepared by Matrix Consulting Group and Dated October 2025 and the Adoption of an Updated Master User Fee Schedule for the following City Departments and Fee Groups; Electric Utility, Engineering; Film Permits; Finance; Fire; Parks and Recreation; Planning; Building; Police; Utility Billing; Water & Wastewater; Development Services Surcharges
**Recommendation:** Adopt Resolution 2025-156

Nate Smith, Deputy Director of Public Works/City Engineer presented the Enhanced User Fee Study prepared by Matrix Consulting Group (October 25, 2025) and recommended adoption of an updated Master User Fee Schedule for multiple city departments, including Electric Utility, Engineering, Film Permits, Finance, Fire, Parks and Recreation, Planning, Building, Police, and Utility Services. The study reviewed 824 fee line items, eliminated outdated fees, added flat fees for common services, expanded special events and film permit fees, and assessed cost recovery for each service. Most fees were below actual city costs, and the updated schedule recommends adjustments to fully cover the city's costs without exceeding them.

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Adoption of the updated fees is proposed to be effective January 15, 2026, with annual CPI-based adjustments.

Staff discussed that many user fees adopted in 2019 were based on 2018 data and have not kept pace with current costs, leading to under-collection. Going forward, fees will be adjusted annually using the CPI to maintain cost recovery.

Council Member Barrington asked about sign permits, and staff clarified that temporary signs, such as banners or A-frame business signs, may be subsidized to encourage compliance, while other types or signs, including most real estate signs, are typically exempt or regulated differently.

Council Member Miller asked for clarification on false alarm fees for residential and commercial properties, confirming that charges apply after three false alarms for any property type.

Questions were also raised regarding Banning's budget and FTE comparisons to other cities, noting that Banning's higher figures are primarily due to staffing for city-run electric and water utilities. Staff explained that comparisons should consider cities providing similar services.

Mayor Flynn opened public hearing at 6:16 p.m.
No public comment

Mayor Flynn closed public hearing at 6:16 p.m.

Motion made by Council Member Wallace to adopt Resolution 2025-156 and seconded by Mayor Pro Tem Royce.

Motion carried unanimously 5-0.

## 8. REPORTS OF OFFICERS

None

## 9. DISCUSSION ITEMS

9.1 Western Regional Council of Governments (WRCOG) Vehicle Miles Driven (VMT) Mitigation Program Overview
**Recommendation:** Provide guidance to staff

**Nate Smith, Deputy Director of Public Works/City Engineer and David Newell, Community Development Director presented an overview of a potential VMT mitigation bank program with WRCOG.**

***They sought guidance on the city's participation and potential policies.***

***Key points covered:***

- Explanation of VMT and its relevance to CEQA.
- Difficulties in mitigating VMT impacts, especially in suburban and rural communities.
- WRCOG's proposed VMT mitigation program as a regional marketplace.
- Potential project types suitable for the program, such as transit passes and bus station enhancements.
- Obligations for the city, including a voluntary agreement and cost estimates.
- Policy considerations such as local preference and a hierarchy of mitigation measures.

**Council Discussion on VMT**
**Council Member questions were centered on:**

- Scope of "local" region.

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- How Caltrans's program interrelates with that of WRCOG.
- Enforceability and management of WRCOG program.
- Program details, potential challenges, and the potential for a WRCOG presentation to the Council.

## 10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Council Member Miller announced a public town hall meeting on Saturday the 15th at 10:00 a.m. at the Senior Center, featuring presentations from David Newell and Blue Zones policy leaders. Positive feedback was received at the State of the City regarding the Youth Council.

Mayor Flynn announced a strategic workshop will be held on November 25 from 9:00 a.m. to 5:00 p.m., including a presentation and full agenda item on the GHJ Utility audit. A Special public hearing for the Sunset Crossroads project is tentatively scheduled for December 11, with the next regular meeting on December 9 and no meetings until January.

Council Member Barrigton announced a District 2 town hall meeting on December 4, to be held in the Council Chambers. Shared positive remarks about Banning Community Health Center on Williams Street, noting its modern equipment, professional staff and extended hours.

## 11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**

1. Update Ordinance 1603 (Flynn) October 2025

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

Mayor Flynn requested that the January meeting include a review of Planning Commissioners and a review and possible update of procedures for hiring a Police Chief.

Council Member Barrigton discussed an existing agenda item on emergency preparedness, with interest in forming an ad hoc committee to begin developing an emergency response plan.

Art Vela, Interim City Manager noted progress on several ongoing items, including updates to the anti-camping ordinance, animal control facilities assessment, and citywide cleanup contracts.

## 12. ADJOURNMENT

A motion to adjourn the meeting was made by Council Member Miller, seconded by Mayor Pro Tem Royce. Motion carried unanimously 5-0, and the meeting was adjourned at 7:07 p.m.

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/255?view_id=1&redirect=true***

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# MINUTES

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

**December 9, 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<br>Mayor Sheri Flynn<br>Council Member Leroy Miller<br>Mayor Pro Tem Richard Royce<br>Council Member Colleen Wallace |
| COUNCIL MEMBERS ABSENT: | None |
| OTHERS PRESENT: | Phaedra Norton, Assistant City Attorney<br>Arturo Vela, Interim City Manager<br>Vickie Sellers, City Clerk<br>Sandra Calderon, Acting Deputy City Clerk |

**1. CALL TO ORDER**– 3:03 p.m.

| COUNCIL MEMBER | PRESENT | ABSENT |
|---|---|---|
| Barrington, Cindy | X | |
| Flynn, Sheri | X | |
| Miller, Leroy | X | |
| Royce, Richard | X | |
| Wallace, Colleen | X | |

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

No Public Comments

**3. CLOSED SESSION**

Phaedra Norton, Assistant City Attorney read closed session items.

**3.1 CONFERENCE WITH LEGAL COUNSEL PENDING LITIGATION**
Pursuant to Government Code Section 54956.9(d)(1) Jimmy Flores, et., al. v. City of Banning, et., al. CVRI2405565

**3.2 CONFERENCE WITH LEGAL COUNSEL REGARDING - ANTICIPATED LITIGATION - SIGNIFICANT EXPOSURE TO LITIGATION**
Pursuant to Government Code Section 54956.9(d)(2) and/or (3). One potential case.

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**3.3 CONFERENCE WITH LEGAL COUNSEL REGARDING POTENTIAL INITIATION OF LITIGATION** Pursuant to Government Code Section 54956.9(d)(4). Three potential case.

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

**3.5 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.

The City Council went into Closed Session at 3:05 p.m.

## 4. ADJOURNMENT

The City Council reconvened in open session at 3:52 p.m. No reportable action was taken. The Council did not complete review of all closed session items and will return to closed during the regular meeting

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/270?view_id=1&redirect=true***

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# MINUTES

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

**December 9, 2025**
**3:30 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: Phaedra Norton, Assistant City Attorney
Arturo Vela, Interim City Manager
Vickie Sellers, City Clerk
Bob Deis, Sr. Consultant, Sloan Sakai Yeung Wong, LLP
Sandra Calderon, Acting Deputy City Clerk

**1. CALL TO ORDER** – 3:53 p.m.

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

**2. WORKSHOP**

2.1 Parks and Recreation Commission Interview to fill the vacancy in Position 4, with a term ending January 31, 2027, on the Banning Parks and Recreation Commission.
**Recommendation:** Conduct an interview with the applicant to fill a vacancy on the Banning Parks and Recreation Commission, Position 4, term ending January 31, 2027.

Applicant Rita Chaparrosa introduced herself, highlighting her lifelong residency in Banning, her 37 years of experience with the city in various departments, and her involvement in community committees.

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- **Parks and Recreation Commission Role**: Rita understands the role to be advisory, with recommendations for policies and programs enhancements.
- **Relationship with Staff and City Council**: The relationship should be advisory, with recommendations going to the director. Issues should be taken to the director rather than staff directly.
- **Handling Concerns**: Rita stated she would go to the director with major concerns about staff reports and would keep confidential matters private.
- **Meeting Attendance**: Rita confirmed her ability to commit to attending the Parks and Recreation Commission meetings.

2.2 Continuance of the City of Banning Strategic Plan "Banning 2030 - Designing the Future TODAY"

**Recommendation:** Continue Discussion and Finalize Direction Regarding the City of Banning Strategic Plan "Banning 2030 - Designing the Future TODAY".

**Discussion Points:**

- **Strategic Plan Overview**: Bob Deis presented an assessment of the City organization and recommendations for moving forward, based on a strategic plan called "Banning 2030, Designing the Future Today".
- **Workshop Summary**: The workshop on November 25th involved each department sharing their strengths, weaknesses, opportunities, and threats (SWOTs). The strategic plan aims to reset the organization and onboard the council.
- **Strategic Goals**: There are 64 strategic goals due to Banning being a $100 million corporation on a major interstate, having three utilities, and needing to address accumulated catch-up goals.
- **Decentralized Management**: Banning's city management is decentralized, requiring strong department heads.
- **Financial Position**: The City's financial position is impaired. The general fund balance and internal service fund balance need immediate attention.
- **Electrical Utility Fund**: The Electrical Utility fund is underwater but is on its way to solvency through rate increases.
- **Cash Management**: Tight cash management is critical due to the impaired financial position.
- **Budget Imbalance**: The City has not had a structurally balanced budget for six years. Ongoing revenues need to cover ongoing expenditures.
- **Financial Viability**: The City needs to determine if it can be structurally balanced for the next five years.
- **Catch-Up Goals**: Employee performance management and technology issues need addressing.
- **Insurance Issues**: High settlements and claims have led to an increased insurance deductible.

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- **Technology Decentralization**: Technology purchasing and rollout are decentralized, leading to inconsistency between departments. Centralizing this function is recommended.
- **Management Stability**: Addressing management turnover is essential.
- **Priority Review**: Council reviewed Exhibit A to categorize and prioritize strategic goals
- **Goal Tiers**: Goals were divided into tiers based on the number of votes received.
    - Tier 1: Policy goals with three or two votes.
    - Tier 2: Goals with one vote.
    - Tier 3: Goals with no votes.
- **Policy vs. Administrative Goals**: The focus is on policy goals, with administrative goals providing direction to the City Manager.
- **Flexibility**: The City Manager needs flexibility on administrative goals.
- **Implementation Plan**: An implementation plan will be developed for Tier 1 policy priorities, including timelines and budgets.
- **CFD Program**: The creation of a CFD program was discussed as part of a multi-year plan to fix the City's finances.
- **Tier Adjustments**: Some goals were moved between tiers based on feasibility and overlap.
- **Leave Management Program**: Implementing a leave management program was identified as an important administrative goal.

**3. <u>PUBLIC COMMENTS</u> - *Agenda Items Only***

Mayor Flynn opened Public Comment

**Frank Connolly** supported Rita Paparrosa's appointment and thanked Mr. Deis for his excellent work. He suggested prioritizing financial matters over animal control and homelessness issues and emphasized the importance of addressing the distressed departments: Finance, Human Resources, Police, and IT.

Mayor Flynn closed Public Comment

**Next Steps**:

- A consolidated strategic plan with tiered priorities and an implementation plan for Tier 1 will be presented in January.
- Council agreed to move forward with the strategic plan based on the presented tiers.

**Action Items:**

- Develop a consolidated strategic plan with tiered priorities.
    - Person responsible: Bob Deis
    - Deadline: January 2026
- Create an implementation plan for Tier 1 policy priorities, including timelines and budgets.
    - Person responsible: Bob Deis

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- Deadline: January 2026

- Staff to present the final strategic plan to the Council.
  - Person responsible: City Staff
  - Deadline: January 2026

## 4. ADJOURNMENT

Motion was made by Mayor Pro Tem Royce and seconded by Mayor Flynn.
Motion carried unanimously 5-0.

The meeting was adjourned at 4:43 p.m. and Council moved to go back into closed session.

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/271?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:** **Nate Smith, Deputy Director of Public Works/City Engineer**

**MEETING DATE:** **January 13, 2026**

**SUBJECT:** **Accept as Complete Various Improvements Related to the Atwell Specific Plan Development and Authorize the 90% Reduction of the Improvement Bonds**

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**RECOMMENDATION:**

City Council accept as complete various improvements related to the Atwell Specific Plan Development and authorize the 90% reductions in the improvements bonds.

**BACKGROUND:**

On February 27, 2024, City Council adopted Resolution 2024-29 approving Final Tract Map No. 37388-1, releasing the map for recordation; authorizing staff to sign the subdivision improvement agreement and final tract map; and accepting the Performance and Labor and Material Bond for public improvements. As conditions of approval for the Atwell Specific Plan development, Tri Pointe Homes was required to sign subdivision improvement agreements and to submit bonds to assure the City that the required public improvements are constructed according to City standards and specifications. These public improvements included Raintree Place (street, sewer, water, NP water) from Highland Home Road providing access to separate subdivision areas of the specific plan.

**JUSTIFICATION:**

Staff has verified through inspections that the required public improvements were completed per City standards and specifications and recommends that City Council accept the improvements as complete and authorize the 90% bond exoneration for the following bonds:

| Bond # | Bond Amount | Improvements |
|---|---|---|
| 30200445 | $382,663.05 | Raintree Place Street |
| 30200447 | $133,857.42 | Raintree Place Sewer/Water |
| 30200446 | $85,103.94 | Raintree Place NP Water |

The remaining 10% of the bond amounts will remain for a period of 12 months (maintenance period) at which point the 10% balance will be released and the improvements will become City owned and maintained improvements.

**FISCAL IMPACT:**

Not applicable

**ALTERNATIVES:**

Do not accept staff's recommendation and provide staff with additional direction.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. TR37388-1 SIA and Bonds - Raintree Place.pdf
2. Raintree Place Improvement Exhibit.pdf

**CITY OF BANNING**

**SUBDIVISION IMPROVEMENT AGREEMENT**

* * * * * * SUBDIVISION REFERENCE DATA * * * * * *

[ X ] FINAL TRACT MAP NO. 37388-1 ("Final Map" herein)

[ ] PARCEL MAP NO. _____("Parcel Map" herein)

| | |
|---|---|
| NAME OR TRACT NUMBER OF SUBDIVISION ("Subdivision" herein): | ATWELL – 37388-1 Raintree Place |
| NAME AND ADDRESS OF SUBDIVIDER(S): | TRI POINTE HOMES, IE-SD<br>1250 CORONA POINTE CT, #600<br><br>CORONA, CA 92879 |
| CITY COUNCIL RESOLUTION OF APPROVAL NO. | _____ ("Resolution of Approval" herein) |

DATE(S) THAT IMPROVEMENT PLANS WERE APPROVED BY THE CITY ENGINEER: See dates below

| | | |
|---|---|---|
| IMPROVEMENT/PLAN NO.: | Street Imp Plans – Approved 11/2023<br>Water Imp Plans – Approved 11/2023<br>Sewer Imp Plans – Approved 11/2023 | |
| ESTIMATED TOTAL COSTS: | IMPROVEMENTS | $ 601,624.41 |
| | GRADING | $ _____ |
| | MONUMENTATION | $ 8,586.72 |
| | **TOTAL:** | $ 610,211.13 |

FORM OF IMPROVEMENT SECURITY:

[X ] AAA Corporate surety bonds

[ ] Deposit of money

NAME AND ADDRESS OF CORPORATE SURETY (if applicable):

THE CONTINENTAL INSURANCE COMPANY
(Name of Corporate Entity)

2 Park Plaza, Suite 400
(Street Address)

Irvine CA 92614
(City) (State) (Zip)

SURETY BOND NUMBERS (if applicable):

Street Bond# 30200445

Water Bond# 300200446

Sewer Bond# 30200447

Monumentation Bond# 30200448

EFFECTIVE DATE OF AGREEMENT:

(to be inserted by City)

COMPLETION PERIOD: All improvements of Tract _37388-1____ ~~(including the complete water and sewer system in _____ Street) with the exception of the roadway (street) improvements on _____ Street,~~ shall be completed within two years from the Effective Date of the Agreement. _____ ~~Street roadway (street) construction (so that _____ Street is a continuous route from _____ to _____) shall be constructed prior to the Certificate of Occupancy for development of lots ____ and ____ of Tract _____.~~

* * * * * * * * * * * * * * * * * * * * * * * *

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# SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT ("Agreement") is made and entered into by and between the City of Banning, a municipal corporation ("City"), and the Subdivider whose name and address is set forth above in the Subdivision Reference Data.

## RECITALS

A. Subdivider has presented to the City for approval and recordation a Final Map, identified above in the Subdivision Reference Data, of a proposed subdivision pursuant to the Subdivision Map Act of the State of California and the City's ordinances and regulations as such ordinances and regulations are vested under the development agreement recorded in the official records of the County of Riverside on July 17, 2012 as Document No. 2012-0332888 ("Development Agreement") relating to the filing, approval and recordation of subdivision maps (collectively referred to herein as the "Subdivision Laws").

B. A tentative map of the Subdivision was previously approved by City, subject to the Subdivision Laws and to the City's standard requirements as vested under the Development Agreement and conditions of approval contained in the City Council's Resolution of Approval, a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. The Subdivision Laws establish, as a condition precedent to the approval of a Final Map, that the Subdivider comply with the City Council's Resolution of Approval and either (i) complete, in compliance with applicable City standards, all of the improvements and land development work required by the Subdivision Laws and the City Council's Resolution of Approval; or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. In consideration of approval of the Final Map for the Subdivision by the City Council, Subdivider desires to enter into this Agreement whereby Subdivider promises to install and complete, at its sole expense, except as otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, all public improvement work required by the City as set forth on the Improvement Plans (as defined below) for the proposed Subdivision. Subdivider has secured this Agreement by improvement security required by the Subdivision Laws and approved by the City. In any conflict between the terms in this Agreement and the Development Agreement, the Development Agreement shall be the controlling document.

E. Improvement Plans, and related specifications, numbered as designated above in the Subdivision Reference Data, for the construction, installation and completion of the Improvements identified in Schedule A hereto, have been prepared by the Subdivider, approved by the City Engineer, and are on file in the office of the City Engineer. Said Improvement Plans, and related specifications, subsequently modified by the mutual written agreement of the parties, are hereby referred to as the "Improvement Plans" and are incorporated herein by this reference.

Any improvement to be constructed pursuant to the Improvement Plan is hereby referred to individually as an "**Improvement**" and collectively as the "**Improvements**".

NOW, THEREFORE, in consideration of the approval and recordation by the City Council of the Final Map of the Subdivision, Subdivider and City agree as follows:

1. SUBDIVIDER'S OBLIGATION TO CONSTRUCT IMPROVEMENTS

A. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, conditions of approval of the Tentative Map, and all applicable City standards and fees, and in a good and workmanlike fashion, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, Grading, and Monumentation described on the tentative map and in the City Council's Resolution of Approval relating thereto (collectively, the "Improvements").

B. To the extent necessary to construct the Improvements, as determined by the City Engineer, the Subdivider shall acquire and dedicate, or pay the reasonable, documented cost of acquisition by City of, all rights-of-way, easements and other interests in real property for the construction or installation of the Improvements, free and clear of all liens and encumbrances. If the Subdivider is unable to acquire such rights-of-way, easements and other interests in real property by negotiation, then Subdivider shall, within 120 days of Final Map approval, enter into a condemnation agreement with City pursuant to Government Code Section 66462.5, by which the City will commence the process for the acquisition of the rights-of-way, easements or other real property.

C. Subject to any time extensions granted in accordance with Section 4, Subdivider shall complete all Improvements within its respective "Completion Period" specified in the Subdivision Reference Data; provided, however, that if the City Engineer reasonably determines in good faith that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, the City Engineer shall give Subdivider not less than fifteen (15) business days' prior written notice to commence or accelerate installation and construction of such Improvements, or any portion thereof. The notice shall be in writing, and shall describe the work to be done by Subdivider, the time within which the work will commence, the period within which the work will be completed and identify the reasons that such early commencement is essential in order to protect the public health, welfare and safety. All or any portions of said Improvements may be required to be constructed or completed at a specified time, providing the foregoing criteria is met. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the City Engineer, Subdivider may appeal the decision of the City Engineer to the City Council. Any such appeal shall be filed with the City Clerk within 10 days after receipt by Subdivider of the written notice from the City Engineer.

D. If the Improvements to be constructed by Subdivider include monumentation, such monumentation shall be installed not later than thirty (30) days after the City's acceptance of all other Improvements pursuant to Section 2. As used herein,

"monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the City Engineer of tie notes for said points.

E. Subdivider shall , at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, replace or repair all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work performed by Subdivider under this Agreement during or after the Completion Period. Any such replacement or repair shall be subject to the approval of the City Engineer.

F. In addition to, and separate from, the indemnity obligations contained in Section 9 of this Agreement, and without limiting the City's remedies under general construction defect law, Subdivider shall be responsible for the care, repair and maintenance of the applicable portion of the Improvements until the latter of the following time periods: (i) the Improvements or applicable portion thereof is accepted in writing by the City; or (ii) the expiration of the required one-year guarantee and warranty period as specified herein; or (iii) the expiration of any applicable period of time requiring the care, repair and maintenance of the applicable Improvement specified in the Development Agreement (not including the term of any Development Agreement). Neither City, nor its officers, agents and employees, shall have any liability for any accident, loss or damage to the Improvements and that may result from the construction of the Improvements prior to their completion and written acceptance by the City

G. In addition to, and separate from: (1) the indemnity obligations contained in Section 7 of this Agreement, (2) the care, repair and maintenance provisions under paragraph E of this Section 1 of this Agreement; and (3) the warranty and guarantee provisions of Section 3 of this Agreement, Subdivider shall repair and correct, or be liable to the City for any cost to repair and correct, any defect in the construction of the Improvements that is identified by City within in accordance with general construction defect law ten (10) years after City's acceptance of the Improvement, provided the City provides written notice to Subdivider of the existence of the defect within that the time period under law, and the defect is caused directly or indirectly by the design, construction, functionality, installation, assembly or workmanship of Subdivider. Nothing contained in this paragraph is intended to limit or otherwise waive any right or cause of action under applicable construction defect law that City may assert against Subdivider.

H. Subdivider shall, at its sole expense, unless otherwise provided in a credit/reimbursement agreement as provided for in the Development Agreement, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all applicable fees required by City ordinance or resolution and all taxes required by law.

I. Not less than seven (7) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the City Engineer of the date fixed for such commencement of work in order that the City Engineer shall have adequate time to schedule all necessary inspections.

J. SUBDIVIDER shall pay all applicable City fees and costs stipulated in the latest fee resolution as adopted by the City Council from time to time as required for the development of the SUBDIVISION including but not limited to the following:

1. Building Permit Fees --- to be paid at the time of building permit issuance;

2. Final Map Plan Check Fees --- to be paid at time of submittal of final map for plan check and resubmittal of revised final map for plan check;

3. Final Map Moratorium Fees --- to be paid from cash deposit established at time of filing final map;

4. Plan Check and Review Fees --- to be paid from cash deposit established at time of filing improvement plans for plan check;

5. Encroachment Permit Fees --- to be paid at time of application for encroachment permit;

6. Inspection Fees --- to be paid from cash deposit established at time of construction permit issuance; and

7. Grading Permit Fee --- to be paid from cash deposit established at time of grading permit issuance.

K. Subdivider shall provide City with final Record Drawings of all plans developed for the Subdivision, showing all changes and as built conditions as specified in the Tentative Tract Map Conditions of Approval, and shall provide electronic image files of those final Record Drawings consistent with electronic image file size and type specifications of the City prior to the acceptance of improvements and release of bonds or other security.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Subdivider shall at all times maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel and inspection consultants.

B. Upon completion of the work on all or any category of the Improvements, the Subdivider may request a final inspection by the City Engineer. Within forty-five (45) days of receipt of the written letter request, the City Engineer shall inspect the Improvements and provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. If the City Engineer determines that all or any specified category of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall acknowledge that determination in a report to the City Council. If the Improvements that are completed are to be dedicated to or owned by the City (Improvements within City right of way and property for public use), the City Engineer's determination shall be

submitted to the City Council for final acceptance by the City, unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. If the Improvements that are completed are to be dedicated to or owned by a public entity other than the City, the Subdivider's written request shall be submitted to the applicable public entity or other owner, for final acceptance. Subdivider shall bear all costs of inspection and determination of completeness in accordance with City's formally adopted and applicable fees and rates.

C. Acceptance of all or any specified category of the Improvements by the City Council shall be made upon recommendation and certification of the City Engineer following inspection of said Improvements pursuant to subparagraph B above. The City Council shall act upon the City Engineer's recommendation that such public Improvements have been completed unless such power to accept has been delegated by the City Council to the City Engineer or some other officer of the City, in which case the final acceptance shall be subject to the approval of that specified official. Acceptance by the City or by the governing body of the entity that is to accept dedication or ownership of the public improvements shall not constitute a waiver by the City or such other public entity of any defects in the public Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. If, within a period of one year following acceptance by the City of the applicable Improvements specified in Schedule A, any Improvements or part of any Improvements specified in Section A furnished, installed or constructed by the Subdivider, or any of the work performed under this Agreement by Subdivider, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements. Subdivider's obligations hereunder shall include the repair, replacement or reconstruction of all irrigation systems and all trees, shrubs, ground cover and landscaping for such one year.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph A above, or should the exigencies of the situation require repair, replacement, or reconstruction to be undertaken before the Subdivider can be notified and can perform the necessary work, then the City may, in its discretion, make the necessary repairs or replacements or perform the necessary reconstruction and draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any excess costs incurred.

C. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include the Subdivider's liability and obligation hereunder to provide the one-year guarantee and warranty of the Improvements.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause therefor, the duration of the Completion Period for the Improvements (or any of them) may be extended by the City Engineer in writing. As used herein, "good cause" may include, without limitation, delay resulting from, arising out of or relating to an act of the City; acts of God or force majeure, strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work; findings made by a governmental entity that the site of a particular Improvement is of archeological significance or requires further permitting and approval; and/or actions or failure to act of native American monitor(s); and, the order of any court.

B. A time extension may be granted without notice to any surety or sureties of the Subdivider and shall not affect the validity of this Agreement nor release the surety or sureties on any bond given as an improvement security pursuant to this Agreement.

C. As a condition of any time extension provided for herein, the City Engineer, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as determined by the City Engineer.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider assures faithful performance under this Agreement and guarantees the Improvements for one year after the completion and acceptance of the applicable portion of such Improvements, against any defective workmanship or materials or any unsatisfactory performance, pursuant to Section 3 hereof.

2. For Payment: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements, excluding Grading, as set forth above in the Subdivision Reference Data. The security shall be issued by a bonding company licensed to issue bonds in the State of California and having a Best rating of AAA or better. With this security, the form of which shall be subject to City Attorney's prior approval, the Subdivider guarantees payment to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to them or to the Subdivider.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, because (i) the surety becomes

insolvent; (ii) the surety's bond rating is downgraded; (iii) the surety declares bankruptcy; or (iv) the surety is no longer deemed to be an admitted surety in California by the California Department of Insurance, or (v) the form of the surety or the amount is found by City to be in error or materially insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within thirty (30) days after receiving from City written demand therefor.

C. The amount of security for performance, payment and warranty obligations provided by this section shall not include the cost of monumentation, as required by Government Code Section 66497 so long as a separate cash deposit or security acceptable to the City Engineer for the estimated cost of monumentation has been submitted to the City.

D. Improvement security consisting of corporate surety bonds, in a form accepted by the City Attorney, shall be filed with the City Engineer and then kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be submitted to the City Engineer and, upon filing with the City Clerk, shall be deemed to have been made a part of and incorporated into this Agreement. Upon submission to the City Engineer and then filing with the City Clerk of a replacement bond, the former improvement security shall be released following written approval of the City Engineer.

E. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not relieve or release any improvement security furnished by Subdivider pursuant to this Agreement. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

F. Subject to any time extensions granted in accordance with Section 4 herein, the Subdivider shall be in default if the Subdivider has not completed all improvements within two years from the Execution Date of the Agreement and has not repaired any defects in the completed Improvements within the one-year guarantee and warranty period.

Alternatively, in the event of a default by the Subdivider pursuant to Section 10, and after written notice to Subdivider and reasonable opportunity to cure, City, at its sole option, shall have the right, without limiting any other rights and/or remedies available to City at law or in equity, to draw upon or utilize the improvement security furnished herewith to construct and install the Improvements itself. If City exercises this right, the release of any unused portion of such improvement security shall be in accordance with the procedures outlined in Section 6 herein, including any retention necessary for the one-year guarantee period.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. All public Improvements (Improvements that are to be owned or dedicated to the City or other public entity as distinguished from those owned by a private community

association) shall be first completed, deemed completed by the City Engineer and then accepted as complete by the City prior to release of sureties. All private Improvements (Improvements that are to be owned by a private community association and not dedicated or owned by the City or other public entity) shall be first completed and then accepted as complete in writing by the City Engineer.

B. Partial releases or reductions in the Subdivider's improvement (performance) security may be authorized prior to the City's acceptance of all Improvements required hereunder, as follows:

1. At the time that the Subdivider believes that the obligation to perform the work for which security was required is complete, the Subdivider may notify the City in writing of the completed work, including a list of work completed. Upon receipt of the written notice, the City shall review and comment or approve the completion of the required work within forty-five (45) days. If the City does not agree that all work has been completed in accordance with the plans and specifications for the Improvements, it shall supply a list of all remaining work to be completed within this 45-day period.

2. Within forty-five (45) days of receipt of the list of remaining work from the local agency, the Subdivider may then provide cost estimates for all remaining work for review and approval by the City. Upon receipt of the cost estimates, the City shall then have forty-five (45) days to review, comment, and approve, modify, or disapprove those cost estimates. The City shall not be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits the City from allowing for multiple and phased partial releases as it otherwise deems appropriate.

3. If the City approves the cost estimate, the City shall release all performance security except for security in an amount up to two hundred percent (200%) of the cost estimate of the remaining work. The process allowing for a partial release of performance security shall occur when the cost estimate of the remaining work does not exceed twenty percent (20%) of the total original performance security unless the City allows for a release at an earlier time. Substitute bonds or other security may be used as a replacement for the performance security, subject to the approval of the City. If substitute bonds or other security is used as a replacement for the performance security released, the release shall not be effective unless and until the City receives and approves that form of replacement security. A reduction in the performance security, authorized under this section, is not, and shall not be deemed to be, an acceptance by the City of the completed improvements in and of itself, and the risk of loss or damage to the Improvements and the obligation to maintain the Improvements shall remain the sole responsibility of the Subdivider until the applicable required public Improvements have been accepted by the City in writing and all other required improvements have been fully completed in accordance with the plans and specifications for the improvements.

4. The Subdivider shall complete the works of Improvement until all remaining items are accepted by the City.

5. Upon the completion of the Improvements, the Subdivider, or his or her assigns, shall be notified in writing by the City within forty-five (45) days.

6. Within sixty (60) days of the issuance of the notification by the City Engineer, any remaining performance security, except ten percent (10%) of the original amount of the security to guarantee and warrant the Improvements for the one-year guarantee and warranty period, shall be released within sixty (60) days of the issuance of the written statement of completion.

C. Security securing the payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, after passage of the time within which claims of lien are required to be recorded pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and after acceptance of the work, be reduced to an amount equal to the total claimed by all stop notice claimants for whom stop notices have been filed with the City, and if no claims have been filed, the security shall be released in full.

D. The partial release provisions of this Section 6 shall not apply to any required guarantee and warranty period required by Section 66499.9 for the guarantee or warranty nor to the amount of the security deemed necessary by the local agency for the guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorneys' fees. Security furnished to guarantee and warrant the Improvements against any defective work or labor done or defective materials furnished, shall be released within thirty (30) days after the completion of the one-year period following completion and acceptance of all Improvements.

E. If Subdivider's obligations relating to any Improvements are subject to the approval of another governmental agency, the City shall not release the improvement (performance) security therefor until the obligations are performed to the satisfaction of such other governmental agency. Such agency shall have sixty (60) days after receipt of written notice from the Subdivider of the Subdivider's performance of the obligation to register its satisfaction or dissatisfaction. If at the end of that period it has not registered its satisfaction or dissatisfaction, it shall be conclusively deemed that the Subdivider's performance of the obligation was done to its satisfaction, and such improvement security shall be promptly released.

F. In the event the time periods for action by the City specified in this Section conflict with a shorter or longer time period for such actions as provided in Government Code Section 66499.7, the time periods in Government Code Section 66499.7 shall control.

7. INDEMNIFICATION OF CITY BY SUBDIVIDER

A. Neither the City, nor its officers, agents and employees, shall be liable or responsible for any accident, injury, loss or damage to either property or person attributable to or arising out of the defective design, construction, functionality, installation assembly or improper

maintenance including, without limitation, the use of defective methods, materials or workmanship (collectively "Subdivider's Faults") of the Improvements by Subdivider, its officers, employees and agents. Subdivider shall indemnify, hold harmless and defend the City, its officers, agents and employees, from and against any and all losses, claims, costs, expenses, liabilities, damages, actions, causes of action and judgments, including attorneys' fees, arising directly or indirectly out of or attributable to Subdivider's Faults.

B. Subdivider's obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

C. Subdivider's obligation to indemnify, hold harmless and defend the City under this Section 7 shall extend to injuries to persons and damages to or alleged taking of property resulting from the Subdivider's Faults, and the Improvements required herein, and shall likewise extend to claims asserted by adjacent property owners based upon the diversion of waters caused by the Subdivider's defective design or defective construction of public drainage systems, streets, and other public facilities or improvements. Except for a City Directive as defined below, the City's acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design (a "City Directive"). After City's acceptance of the Improvements, the Subdivider shall remain obligated to correct or eliminate all dangerous conditions created by defects in design, construction or Subdivider's Faults (other than those required by a City Directive); provided, however, that Subdivider shall not be responsible for routine maintenance as specified in Section 1(F) of this Agreement. Subdivider's indemnity obligations hereunder shall remain in effect for ten (10) years following acceptance of the respective Improvement(s) by the City Council. Subdivider acknowledges and agrees that Subdivider shall be responsible and liable for the Subdivider's Faults with respect to the Improvements and other work done pursuant to this Agreement, unless same is due to a City Directive. City shall not be liable for any acts or omissions in approving, reviewing, checking, correcting or modifying any Improvement Plans or related specifications, or in inspecting, reviewing or approving any work or construction of Improvements, unless same is due to a City Directive. The Subdivider's improvement security shall not be required to secure the Subdivider's obligations under this subparagraph C beyond the one-year guarantee and warranty period, unless the City Engineer provides notice to Subdivider prior to the expiration of the one-year period of the existence of, or continued existence of, defects in the improvements, in which case the portion of the improvement security to guarantee and warranty the improvements against defective work shall not be released and shall remain in place until the City Engineer provides written confirmation that the defects have been cured and corrected. The indemnity shall be effective retroactively to the earliest recordation date of the Final Map.

D. Subdivider shall pay and satisfy any judgment, award or decree that may be rendered against City, its officers, officials, employees, agents, representatives and volunteers (collectively hereinafter "City and City Personnel") to the extent of the indemnity provided above, in any such suit, action, or other legal proceeding, provided City gives Subdivider prompt written notice of such claim and allows Subdivider to undertake the defense thereof, and provided further that City cooperates in any such suit, action, or other legal proceeding, but shall retain its right to reject a settlement that the City deems, in its sole and absolute discretion, to be contrary to the interests of the City.

E. Subdivider's obligation to indemnify shall not be restricted to Insurance proceeds, if any, received by the City and City Personnel.

F. Subdivider, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against City and City Personnel to the extent of the indemnity above provided.

8. INSURANCE

The following coverages will be provided by Subdivider and maintained on behalf of City and in accordance with the requirements set forth herein. If Subdivider performs construction activities through a general contractor, some or all of these insurance requirements for the period of construction may be satisfied by the general contractor's insurance coverages. In such case, Subdivider shall maintain during this same construction period, and after the construction period, the coverages shown below as "Insurance After Construction." In addition, Subdivider may elect to obtain, for all or any portion of the Project, an "Owner-Controlled Wrap Up" insurance policy in satisfaction of the insurance requirements for general contractors and subcontractors provided it satisfies all of the insurance requirements below for general contractors and subcontractors. Throughout these specifications, the word "Subdivider" refers to the Party responsible to provide the coverages as specified and, depending on context, may refer either to Subdivider or to a separate General Contractor.

A. Insurance During Construction. Subdivider shall provide the following insurance during construction of the Improvements. Insurance requirements may be met through insurance provided by Subdivider's General Contractor:

1. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL Form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO Form CG 20 10 11 85 or other revision of the CG 20 10 form if available from the insurer and reasonably acceptable to the City, not limiting coverage for the additional insured to "ongoing operations" or in any way excluding coverage for completed operations. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City.

Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground property damage.

2. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion and no contractor's limitation endorsement. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting date no later than and an ending date no earlier than those of the underlying coverages. The Named Insured (Subdivider or General Contractor as appropriate) may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits and complies with all other requirements listed here.

3. Business Auto Coverage. Business Auto Coverage shall be written on ISO Business Auto Coverage Form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

4. Workers' Compensation/Employer's Liability. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars ($1,000,000) per accident or disease. Employer's liability coverage shall be scheduled under the umbrella or excess liability policy described above. This policy shall be endorsed to waive any right of subrogation with respect to City, its officers, employees or agents.

5. Builder's Risk Insurance. Builder's Risk Insurance covering all real and personal property for "all risks" of loss or "comprehensive perils" coverage including but not limited to the perils of earth movement, including earthquake (if required by Subdivider's lender or if available at commercially reasonable rates) and flood for all Improvements.

B. Insurance After Construction. Upon completion of construction of the Improvements, and for the required one-year guarantee and warranty period for Improvements and the required 10-year indemnification period, Subdivider at Subdivider's expense shall maintain or cause to be maintained the following insurance:

1. Commercial Property Insurance. Commercial Property Insurance covering the Improvements. Coverage shall be at least as broad as the Insurance Services Offices broad causes of loss form CP 10 20, and reasonably approved of in writing by the City. Coverage shall be sufficient to insure 100% of the replacement value and there shall be no coinsurance provisions. The policy shall include an inflation guard endorsement, 100% rents coverage, contents coverage, coverage for personal property of others, ordinance or law and increased cost of construction coverage. Subdivider also agrees to provide builder's all-risk insurance using an inland marine form during the period of any major alteration or improvement, using the broadest form available.

The insurance coverage for the peril of earthquake required for this project is subject to availability on the open market at commercially reasonable premium cost, as determined by mutual agreement between Subdivider and City. If such earthquake insurance coverage should, after diligent effort by Subdivider, be unobtainable at such mutually determined commercially reasonable premium cost, then Subdivider shall obtain the maximum insurance reasonably obtainable at commercially reasonable premium cost (if any) and give notice to City of the extent of Subdivider's inability to obtain, in full, the required insurance, and in such event, Subdivider's obligation to procure and maintain such insurance may be excused, subject to City's verification of inability to obtain the required insurance. Subdivider and City agree that a premium cost of earthquake insurance coverage of up to 150% of the premium cost paid by Subdivider for such coverage on the Effective Date (to be adjusted over time based on the Consumer Price Index,) shall constitute a commercially reasonable premium cost. Non-availability at commercially reasonable premium cost must be documented by a letter from Subdivider's insurance broker or agent indicating a good faith effort to place the required insurance and showing, at a minimum, the names of the insurance carriers and the declinations or quotations received from each.

2. Commercial General Liability Insurance. Commercial General Liability Insurance (primary) shall be provided on ISO-CGL form No. CG 00 01 or equivalent coverage, including provisions for defense of additional insureds. Policy limits shall be no less than two million dollars ($2,000,000) per occurrence for all coverages and five million dollars ($5,000,000) general aggregate. City and its officers, employees and agents shall be added as additional insureds using ISO form CG 20 10 or equivalent if available from the insurer and reasonably acceptable to the City. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to City or any officer, employee or agent of City until the warranty period specified in this Agreement expires.

3. Umbrella Liability Insurance. Umbrella Liability Insurance (or, at Subdivider's election, Excess Liability Insurance) (over primary) shall apply to bodily injury/property damage, personal injury/advertising injury, at a minimum. Coverage shall be at least as broad as any underlying coverage. Coverage shall be provided on a "pay on behalf" basis. There shall be no cross liability exclusion. Policy limits shall be not less than five million dollars ($5,000,000) per occurrence and in the aggregate, including any limits required in the underlying policies. The policy shall have a starting

date no later than and an ending date no earlier than those of the underlying coverages. Subdivider may determine the layering of primary and excess liability insurance provided that if such layering differs from that described here, the actual coverage program meets the minimum total required limits.

4. Workers Compensation Insurance. Workers' Compensation/Employer's Liability shall provide workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than one million dollars per accident or disease. Employer's liability coverage shall be scheduled under any umbrella or excess liability policy described above. Unless otherwise agreed, this policy shall be endorsed to waive any right of subrogation as respects City, its employees or agents.

5. Business Auto Coverage. Business Auto Coverage for vehicles owned, operated or maintained in any way connected with the project, shall be written on ISO Business Auto Coverage form CA 00 01 or the equivalent, including symbol (1) (any Auto). If Subdivider (or Contractor) does not own any vehicles, this requirement may be satisfied by a non-owned vehicle endorsement to the general and umbrella liability policies. Limits shall be no less than one million dollars ($1,000,000) per accident. This policy shall be scheduled as underlying insurance to the umbrella or excess liability policy required above for a total limit of no less than five million dollars ($5,000,000) each accident.

C. Provisions Pertaining to Insurance Provided by Subdivider

1. All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.

2. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

3. All general or auto liability insurance coverage provided pursuant to this Agreement, or any other agreements pertaining to the performance of this Agreement, shall not prohibit Subdivider, and Subdivider's employees, or agents, from waiving the right of subrogation prior to a loss. Subdivider waives its right of subrogation against City.

4. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing by the City.

5. Unless otherwise approved by City, Subdivider's insurance and insurance provided by any contractor or subcontractor relating to the construction of the Improvements shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of at least "A-:VII." Self-insurance will not comply with these insurance specifications unless expressly approved in writing by the City.

6. In the event any policy of insurance required under this Agreement does not comply with these requirements and Subdivider does not cure the non-compliance within thirty (30) days after written notice from City (or Subdivider does not provide reasonable evidence of such cure within such period), or if the insurance is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any reasonable premium paid by City will be promptly reimbursed by Subdivider.

7. Subdivider agrees to provide evidence of the insurance required herein, satisfactory to City, consisting of certificate(s) of insurance evidencing all of the coverages required and an additional insured endorsement to Subdivider's general liability and umbrella liability policies using ISO Form CG 20 10 11 85. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage and policies are to have a "cancellation endorsement" to the same effect. Subdivider agrees to provide copies of any endorsements modifying coverage in any way upon request from City.

8. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage.

9. Any actual or alleged failure on the part of City or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of City or any additional insured, in this or any other regard.

10. Subdivider agrees to require all subcontractors or other parties (but not including a general contractor) hired for this project to construct the Improvements to purchase and maintain insurance for general liability (minimum limit $1,000,000 per occurrence), automobile liability ($1,000,000 per accident) and workers' compensation (statutory benefits). Prior to the issuance of the Certificate of Completion for each Phase, Subdivider shall, upon request by City, provide the City with copies of all insurance policies, certificates and endorsements related to such Phase.

11. Subdivider agrees to monitor and review all coverage required by this Section and assumes all responsibility for ensuring that such coverage is provided as required here. Subdivider agrees to obtain certificates evidencing such coverage. Subdivider agrees that upon request, all agreements with subcontractors or others with whom Subdivider contracts with on behalf of City, and all certificates of insurance

obtained in compliance with this paragraph will be submitted to City for review upon request by City. Failure of City to request copies of such documents will not impose any liability on City, or its employees.

12. Subdivider agrees to require that no contract used by any general contractor or subcontractor in connection with construction of the Improvements, or contracts Subdivider enters into on behalf of City, will reserve the right to charge back to City the cost of insurance required by this Agreement.

13. Where appropriate (such as in the case of automobile insurance coverages), coverage will not be limited to the specific location designated as the Property.

14. Subdivider agrees to provide notice to City of any claim or loss against Subdivider that includes City as a defendant promptly after Subdivider receives written notice or obtains knowledge thereof. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City. City agrees to provide similar notice to Subdivider of any such claims it is notified of respecting the Property.

15. Subdivider agrees not to attempt to avoid its defense and indemnity obligations to City, and its officers, employees, agents by using as a defense Subdivider's statutory immunity under workers' compensation and similar statutes.

16. Subdivider agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and that there will be no cross liability exclusions that preclude coverage for suits between Subdivider and City or between City and any other insured or Named Insured under the policy, or between City and any Party associated with City or its employees.

17. If Subdivider or any contractor or subcontractor is a Limited Liability Company, general liability coverage must apply so that the Limited Liability Company and its Managers, Members, Affiliates, and their employees are insureds.

18. Subdivider shall require General Contractor to maintain commercial general liability, and if necessary, commercial umbrella liability insurance with a limit of not less than $15,000,000 for each occurrence, until the warranty period specified in this Agreement expires.

19. Subdivider agrees to obtain and provide to City evidence of professional liability coverage for Architects, Engineers or other design professionals working on the Improvements. The limit of liability required is subject to City approval, but in no event to be less than $1,000,000 per claim and in the aggregate, and Subdivider shall use reasonable efforts to require and cause such professionals to maintain coverage with respect to each occurrence for at least three years following substantial completion of the work and, in the event Subdivider is unable to do so, Subdivider shall promptly inform the City of the scope of such efforts and the reasons that it was unable to do so. If

Subdivider requests that the City approve a lower limit for any particular design professional Subdivider seeks to employ on the Improvements, City will evaluate each such request based on City's perception of liability exposure associated with the work that would be performed by that design professional.

20. To the extent a particular coverage or policy form or specification is not reasonably available from Subdivider's insurer or would result in an additional premium that is extraordinary or unreasonably disproportionate to the premium for the policy as a whole, then Subdivider shall provide substantially similar coverage reasonably acceptable to City for which the cost is not extraordinary or unreasonably disproportionate.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and shown on the Map to be dedicated to the public shall vest, as applicable, in the City (or other specified governmental agency) upon acceptance of said Improvements by the City. The acceptance of the Improvements shall either be shown by a certificate on the Final Map or by subsequent resolution accepting the Improvements adopted by the City pursuant to Government Code Section 66477.2 and recorded with the County Recorder or by other writing.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements and shall take all steps reasonably necessary to protect the public from such dangerous or defective conditions. The Subdivider agrees and understands that until acceptance of the Improvements by the City in writing, each Improvement and Improvement area that is offered for dedication shall be under the charge of the Subdivider, and the Subdivider may close all or a portion of any street or area whenever necessary to protect the public during the construction of the Improvements.

10. PREPARATION AND RECORDATION OF CC&RS.

A. The Subdivider shall establish a Homeowners Association for the residential areas of the Final Map owned by Subdivider, and to pay all costs associated with the creation of the associations.

B. The Subdivider shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) which obligate each homeowners association to provide for maintenance of the shared facilities, improvements, and landscaping within the boundaries of the associations in perpetuity in accordance with the Development Agreement and conditions of approval. The CC&Rs shall describe the homeowners association and the City's responsibilities and rights, and shall be subject to the approval of the City prior to recordation.

C. The Subdivider shall implement applicable provisions of the Mitigation Monitoring and Reporting Program.

11. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES OF THE CITY

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to complete construction and installation of the Improvements or any of them by the completion date set forth above in the Subdivision Reference Data;

2. Failure to promptly correct or cure any defect in the Improvements or any of them (other than a City Directive) during the one-year guarantee and warranty period as required by Section 3.A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Subdivider of written notice that such defect exists;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work of the Improvements or any of them, after commencement of work on same, for a period of thirty (30) days after Subdivider's receipt of written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure, within thirty (30) days after receipt by Subdivider of written notice thereof from the City; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Subdivider of written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, after written notice to Subdivider and a reasonable opportunity for Subdivider to cure any such alleged default, to draw upon or utilize any improvement security furnished hereunder to complete the Improvements or otherwise mitigate City's damages in the event of Subdivider's default.

C. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, the City may serve written notice of any such default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within thirty (30) days after service of such notice of default, does not give the City

written notice of its intention to perform this Agreement, or does not commence such performance within thirty (30) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and Improvement Security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the actual cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. Following Subdivider's receipt of written notice of alleged default and failure by Subdivider to promptly commence the cure of any alleged default and to diligently prosecute such cure to completion, City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plant and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to such entry by the City and its representatives, including contractors, following written notice to Subdivider upon the real property in the Subdivision owned by Subdivider and necessary for City to enter or access under this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. Subdivider acknowledges and agrees that approval of the Final Map for the Subdivision conferred substantial rights upon the Subdivider, including the right to sell, lease or finance lots within the Subdivision, and that such approval constitutes the final act necessary to permit the division of land within the Subdivision. As a result, City will be damaged to the extent of the cost of construction or installation of the Improvements upon Subdivider's failure to perform its obligations under this Agreement, which failure is not promptly remedied by sureties or by Subdivider.

G. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

H. If City sues to compel Subdivider's performance of this Agreement, or to recover damages or costs incurred in completing or maintaining the work on the Improvements, and is the prevailing party, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

12. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

13. ASSIGNMENT

A. Subdivider shall not assign this Agreement, or any portion thereof without the prior written consent of the City in accordance with the Development Agreement. Any attempted or purported assignment in violation of this subparagraph A shall be null and void and shall have no force or effect.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof (except for the sale of individual lots with homes to individual purchasers), to any other person or entity, the Subdivider may request an assignment or novation of this Agreement and a substitution of improvement security. Upon the City's approval of the assignment or novation and substitution of improvement security, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement.

14. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, and addressed as follows:

| | |
|---|---|
| If to the City: | Art Vela<br>Director of Public Works/City Engineer<br>City of Banning<br>99 E. Ramsey Drive<br>Banning, California 92220 |
| If to the Subdivider: | To the address set forth above in the Subdivision Reference Data, or to such other address as may subsequently be designated in written notice to the City. |

Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

15. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the parties. In the case of the City, the duly authorized representative, unless otherwise specified herein, shall be the City Engineer.

16. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

17. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Subdivision Reference Data and the Recitals are incorporated into this Agreement.

18. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

19. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the effective date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers, thereunto duly authorized, as of the dates set forth below their respective signatures.

[Note: All signatures must be acknowledged by a notary public and the acknowledgement must be attached. If signed by a Corporation, the signatures of two Corporate officers are required, unless a resolution of the Corporation's Board of Directors is provided indicating that the signature of the one signatory is sufficient to bind the Corporation.]

**SUBDIVIDER**

By: _____
Print Name: Michael K. Taylor
Title: Division President

Date: 10/30/23

**CITY**

CITY OF BANNING

_____
MAYOR

ATTEST:

_____ (SEAL)

## ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

CITY CLERK

Approved as to form:

_____

CITY ATTORNEY

[This page for acknowledgments.]

Bond No. 30200445
Premium: $1,416 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site Street Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Three Hundred Eighty-Two Thousand Six Hundred Sixty-Three and 05/100 Dollars ($ 382,663.05), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

_____
City Attorney



# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

~~WITNESS~~ my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ ~~is~~ /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

Bond No. 30200445
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Street
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site Street Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($382,663.05), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**Three Hundred Eighty-Two Thousand Six Hundred Sixty-Three and 05/100 Dollars**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jan 25, 2026

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ ~~is~~ /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

Bond No. 30200446
Premium: $215 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - Non-Potable Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - Non-Potable Water Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Eighty-Five Thousand One Hundred Three and 94/100 Dollars ($ 85,103.94), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney



# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

Notary Public Signature (Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date ____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

Bond No. 30200446
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - Non-Potable Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - Non-Potable Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($85,103.94 ), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**Eighty-Five Thousand One Hundred Three and 94/100 Dollars**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

Notary Public Signature (Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

2015 Version www.NotaryClasses.com 800-873-9865

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

THE CONTINENTAL INSURANCE COMPANY

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

Bond No. 30200447
Premium: $495 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-Water Improvements; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of One Hundred Thirty-Three Thousand Eight Hundred Fifty-Seven and 42/100 Dollars ($ 133,857.42 ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25 2026

Notary Public Signature (Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ is /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

Bond No. 30200447
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-Water
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - On Site Sewer-Water Improvements; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($ 133,857.42), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**One Hundred Thirty-Three Thousand Eight Hundred Fifty-Seven and 42/100 Dollars**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

THE CONTINENTAL INSURANCE COMPANY

# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public,
(Here insert name and title of the officer)

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

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

WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

Notary Public Signature (Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they,~~ ~~is~~ /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

Bond No. 30200448
Premium: $100 / Annually

CITY OF BANNING

FAITHFUL PERFORMANCE BOND

Atwell - Tract No. 37388-1 - Raintree Place - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc. (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install, complete and guarantee for one year after acceptance thereof, certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - Monumentation ; and

WHEREAS, said Agreement is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a corporate surety bond or other approved improvement security to guarantee the faithful performance of said Agreement;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held and firmly bound unto the City in the penal sum of Eight Thousand Five Hundred Eighty-Six and 72/100 Dollars ($ 8,586.72 ), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to, abide by, well and truly keep and perform the covenants, conditions and provisions in said Agreement and any modification thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officers, agents and employees, as therein stipulated; then this obligation shall become void; otherwise, this obligation shall be and remain in full force and effect.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred by the City in successfully enforcing the obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement, the work to be performed thereunder, or the Improvement Plans and related specifications accompanying the Agreement shall in any manner affect its obligations on this bond. The Surety hereby waives notice of any such change, extension of time, alteration or addition to the terms of the Agreement, the work, or the Improvement Plans and related specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of ~~authorized officer~~)

Division President
(Title of officer)

Date: 10/30/23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400
(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney

# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario-Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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WITNESS my hand and official seal.

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires ... 25, 2026

Notary Public Signature (Notary Public Seal)

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date_____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  _____
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other _____

2015 Version www.NotaryClasses.com 800-873-9865

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they,~~ ~~is~~ /~~are~~ ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT NOTARY PUBLIC SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

Bond No. 30200448
Premium is included in Performance Bond.

CITY OF BANNING

PAYMENT BOND

Atwell - Tract No. 37388-1 - Raintree Place - Monumentation
(Name or Tract Number of Subdivision)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Tri Pointe Homes IE-SD, Inc., (hereinafter designated as "Principal") has executed a Subdivision Improvement Agreement ("Agreement" herein) with the City of Banning, a municipal corporation of the State of California ("City" herein), whereby Principal agrees to construct, install and complete certain designated public improvements generally identified as follows: Atwell - Tract No. 37388-1 - Raintree Place - Monumentation; and

WHEREAS, said Agreement is dated _____, 20__ and is incorporated herein by this reference; and

WHEREAS, said Principal is required under the terms of said Agreement, before entering upon the performance of the work, to file with the City a good and sufficient payment bond, or other approved security, to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the California Civil Code and in Government Code Section 66497;

NOW, THEREFORE, the Principal designated above, and The Continental Insurance Company, as Surety, are held firmly bound unto the City and all contractors, subcontractors, laborers, materialmen and other persons employed in the performance of said Agreement and referred to in the above-referenced Civil Code and Government Code in the sum of ** Dollars ($ 8,586.72 ), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor; that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth; and in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by the City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

**Eight Thousand Five Hundred Eighty-Six and 72/100 Dollars**

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, and under Government Code Section 66497, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of said Agreement or the Improvement Plans or related specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

IN WITNESS WHEREOF, this instrument has been duly executed by the above-named Principal and Surety as of the date or dates set forth below the signatures of their authorized officers.

Note: All signatures must be acknowledged before a notary public. Attach appropriate acknowledgment.

"PRINCIPAL"

Tri Pointe Homes IE-SD, Inc.
(Type name of Principal)

1250 Corona Pointe Court, Suite 600
(Street Address)

Corona, CA 92879
(City) (State) (Zip)

By: _____
(Signature of authorized officer)

Division President
(Title of officer)

Date: 10·30·23

"SURETY"

The Continental Insurance Company
(Type name of Surety)

2 Park Plaza, Suite 400

(Street Address)

Irvine, CA 92614
(City) (State) (Zip)

By: Michelle Haase
(Signature of authorized officer)

Michelle Haase,
Attorney-in-Fact
(Title of officer)

Date: October 27, 2023

APPROVED:

City Attorney



# ACKNOWLEDGMENT

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

State of California
County of Riverside )

On 10-30-23 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario Ballou (Seal)

# ALL- PURPOSE
# CERTIFICATE OF ACKNOWLEDGMENT

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

State of California }

County of Orange }

On OCT 27 2023 before me, Janina Monroe, Notary Public
(Here insert name and title of the officer),

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

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

WITNESS my hand and official seal.

Notary Public Signature (Notary Public Seal)

JANINA MONROE
Notary Public - California
Orange County
Commission # 2406696
My Comm. Expires Jun 25, 2026

## ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages ____ Document Date____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
- ☐ Corporate Officer
  (Title)
- ☐ Partner(s)
- ☒ Attorney-in-Fact
- ☐ Trustee(s)
- ☐ Other ____

## INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknolwedgents from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he~~/she/~~they~~, ~~is~~ /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - Indicate title or type of attached document, number of pages and date.
  - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.

2015 Version www.NotaryClasses.com 800-873-9865

# POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents,** That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Janina Monroe, Tom McCall, Jennifer Ochs, Martha Barreras, Michelle Haase, Charles R Teter III, K D Wapato, Marina Tapia, Edward C Spector, Ethan Spector, B Aleman, Aidan Smock, Simone Gerhard, Erin Brown, D Garcia, Sarah Campbell, Sandra Corona, Individually**

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Board of Directors of the insurance company.

**In Witness Whereof,** The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 18th day of October, 2022.

The Continental Insurance Company

Paul T. Bruflat — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 18th day of October, 2022, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
SEAL NOTARY PUBLIC SOUTH DAKOTA SEAL

My Commission Expires March 2, 2026

M. Bent — Notary Public

## CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance company printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 27th day of October, 2023.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Form F6850-4/2012

**Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.**

# Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

> "RESOLVED: That any Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execution power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

> "Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and
>
> Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

CNA SURETY

**Digital Seal Authority and Enforceability**

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania,** and **National Fire Insurance Company of Hartford** (collectively and individually referred to as "CNA Surety").

The use of an electronic image of the corporate seal of any CNA Surety company (the "Digital Seal") and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee's representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original "wet" signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31st day of March, 2020.

Rosemary Quinn
Vice President and Surety General Counsel on behalf of

**Western Surety Company**

**The Continental Insurance Company**

**Continental Casualty Company**

**National Fire Insurance Company of Hartford**

**American Casualty Company of Reading, Pennsylvania**

APPROVED BY
CITY OF BANNING

OCT 16 2023

PUBLIC WORKS DEPT

| | |
|---|---|
| **Prepared By:** | MDS Consulting |
| **Date Prepared:** | 10/13/2023 |
| **Approved By:** | |
| **Date Approved:** | |
| **Tract No.:** | 37388-1, On-site Street<br>Raintree Place |

## City of Banning Engineering Division
## Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
## (Subdivisions/Public Works/Commercial Projects)

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| STREET IMPROVEMENTS | | | | |
| 4" Asphalt Concrete (32,840 SF) | Ton | 780 | $ 90.00 | $ 70,200.00 |
| 6" Aggregate Base Class II (32,840 SF) | Ton | 1,182 | $ 80.00 | $ 94,560.00 |
| 6" Curb and Gutter | LF | 1,526 | $ 25.00 | $ 38,150.00 |
| 6" Curb Only | LF | 1,550 | $ 12.00 | $ 18,600.00 |
| 6" Wedge Curb and Gutter | LF | 101 | $ 25.00 | $ 2,525.00 |
| Adjust Storm Drain Manhole Cover to Grade | Each | 1 | $ 800.00 | $ 800.00 |
| Adjust Water Valve Cover to Grade | Each | 11 | $ 250.00 | $ 2,750.00 |
| Adjust Sewer Manhole Cover to Grade | Each | 1 | $ 800.00 | $ 800.00 |
| Curb Ramp | Each | 3 | $ 3,500.00 | $ 10,500.00 |
| Concrete Sidewalk (4" thick) | SF | 8,163 | $ 8.00 | $ 65,304.00 |
| LED Solar Street Light | Each | 1 | $ 4,000.00 | $ 4,000.00 |
| 2" x 4" Redwood Header | LF | 88 | $ 2.00 | $ 176.00 |
| Barricade | LF | 88 | $ 100.00 | $ 8,800.00 |
| 4" Stamped Concrete | SF | 189 | $ 5.00 | $ 945.00 |
| Traffic Sign | Each | 17 | $ 400.00 | $ 6,800.00 |
| Traffic Markings | Each | 4 | $ 100.00 | $ 400.00 |
| Blue-reflective Fire Hydrant Marker | Each | 2 | $ 100.00 | $ 200.00 |
| Street Name Sign | Each | 1 | $ 300.00 | $ 300.00 |
| Sign Post | Each | 8 | $ 150.00 | $ 1,200.00 |
| 6" Thermoplastic Traffic Stripe | LF | 1,519 | $ 3.05 | $ 4,632.95 |
| Painted Median Nose | Each | 2 | $ 100.00 | $ 200.00 |
| 12" Thermoplastic Traffic Stripe | LF | 179 | $ 5.07 | $ 907.53 |
| | | | | |
| | | | | |
| **SUBTOTAL** | | | | **$ 332,750.48** |
| **CPI Adjustment** | | | | **$ 14,175.17** |
| **15% Contingency** | | | | **$ 49,912.57** |
| **TOTAL** | | | | **$ 382,663.05** |
| | | | Faithful Performance (100%) | $ 382,663.05 |
| | | | Labor & Material (100%) | $ 382,663.05 |

APPROVED BY
CITY OF BANNING

OCT 16 2023

PUBLIC WORKS DEPT

| | |
|---|---|
| **Prepared By:** | MDS Consulting |
| **Date Prepared:** | 10/13/2023 |
| **Approved By:** | |
| **Date Approved:** | |
| **Tract No.:** | 37388-1, On-site Non-potable Raintree Place |

## City of Banning Engineering Division
## Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
## (Subdivisions/Public Works/Commercial Projects)

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| NON-POTABLE WATER IMPROVEMENTS | | | | |
| 8" DIP Main w/ Poly Encasement & R.J. | LF | 826 | $ 60.00 | $ 49,560.00 |
| Join Existing Main Line | Each | 1 | $ 500.00 | $ 500.00 |
| Adjust Water Valve to Grade | Each | 2 | $ 250.00 | $ 500.00 |
| 8" Fitting | Each | 2 | $ 250.00 | $ 500.00 |
| 4" blow-Off Assembly | Each | 2 | $ 3,000.00 | $ 6,000.00 |
| 1" Air Vacuum Release Valve | Each | 2 | $ 5,000.00 | $ 10,000.00 |
| 2" Service with 1.5" Meter | Each | 1 | $ 2,000.00 | $ 2,000.00 |
| 2" Reduced Pressure Backflow Assembly | Each | 1 | $ 2,000.00 | $ 2,000.00 |
| Non-potable Water Signange | Each | 2 | $ 150.00 | $ 300.00 |
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| **SUBTOTAL** | | | | **$ 71,360.00** |
| **CPI Adjustment** | | | | **$ 3,039.94** |
| **15% Contingency** | | | | **$ 10,704.00** |
| **TOTAL** | | | | **$ 85,103.94** |
| | | | Faithful Performance (100%) | $ 85,103.94 |
| | | | Labor & Material (100%) | $ 85,103.94 |

APPROVED BY
CITY OF BANNING
OCT 16 2023
PUBLIC WORKS DEPT

| | |
|---|---|
| **Prepared By:** | MDS Consulting |
| **Date Prepared:** | 10/13/2023 |
| **Approved By:** | |
| **Date Approved:** | |
| **Tract No.:** | 37388-1, On-site Sewer/Water |
| | Raintree Place |

## City of Banning Engineering Division
## Construction Cost Estimate for Bonding, Plan Check & Inspection Fees
## (Subdivisions/Public Works/Commercial Projects)

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| WATER IMPROVEMENTS | | | | |
| 8" DIP Main w/ Poly Encasement & R.J. | LF | 874 | $ 60.00 | $ 52,440.00 |
| Remove Blow-off & Join Water | Each | 1 | $ 250.00 | $ 250.00 |
| 8" Fitting | Each | 3 | $ 250.00 | $ 750.00 |
| Residential Fire Hydrant | Each | 3 | $ 5,200.00 | $ 15,600.00 |
| 8" Gate Valve | Each | 6 | $ 2,000.00 | $ 12,000.00 |
| Adjust Water Valve to Grade | Each | 6 | $ 250.00 | $ 1,500.00 |
| 1" Air Vacuum Release Valve | Each | 2 | $ 5,000.00 | $ 10,000.00 |
| 4" blow-Off Assembly | Each | 2 | $ 3,000.00 | $ 6,000.00 |
| SUBTOTAL | | | | $ 98,540.00 |
| | | | | |
| SEWER IMPROVEMENTS | | | | |
| 12" Sewer Main | LF | 105 | $ 80.00 | $ 8,400.00 |
| Manhole | Each | 1 | $ 4,000.00 | $ 4,000.00 |
| Adjust Manhole to Grade | Each | 1 | $ 800.00 | $ 800.00 |
| Sewer Plug | Each | 2 | $ 250.00 | $ 500.00 |
| SUBTOTAL | | | | $ 13,700.00 |
| | | | | |
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| **SUBTOTAL** | | | | **$ 112,240.00** |
| **CPI Adjustment** | | | | **$ 4,781.42** |
| **15% Contingency** | | | | **$ 16,836.00** |
| **TOTAL** | | | | **$ 133,857.42** |
| | | | Faithful Performance (100%) | $ 133,857.42 |
| | | | Labor & Material (100%) | $ 133,857.42 |

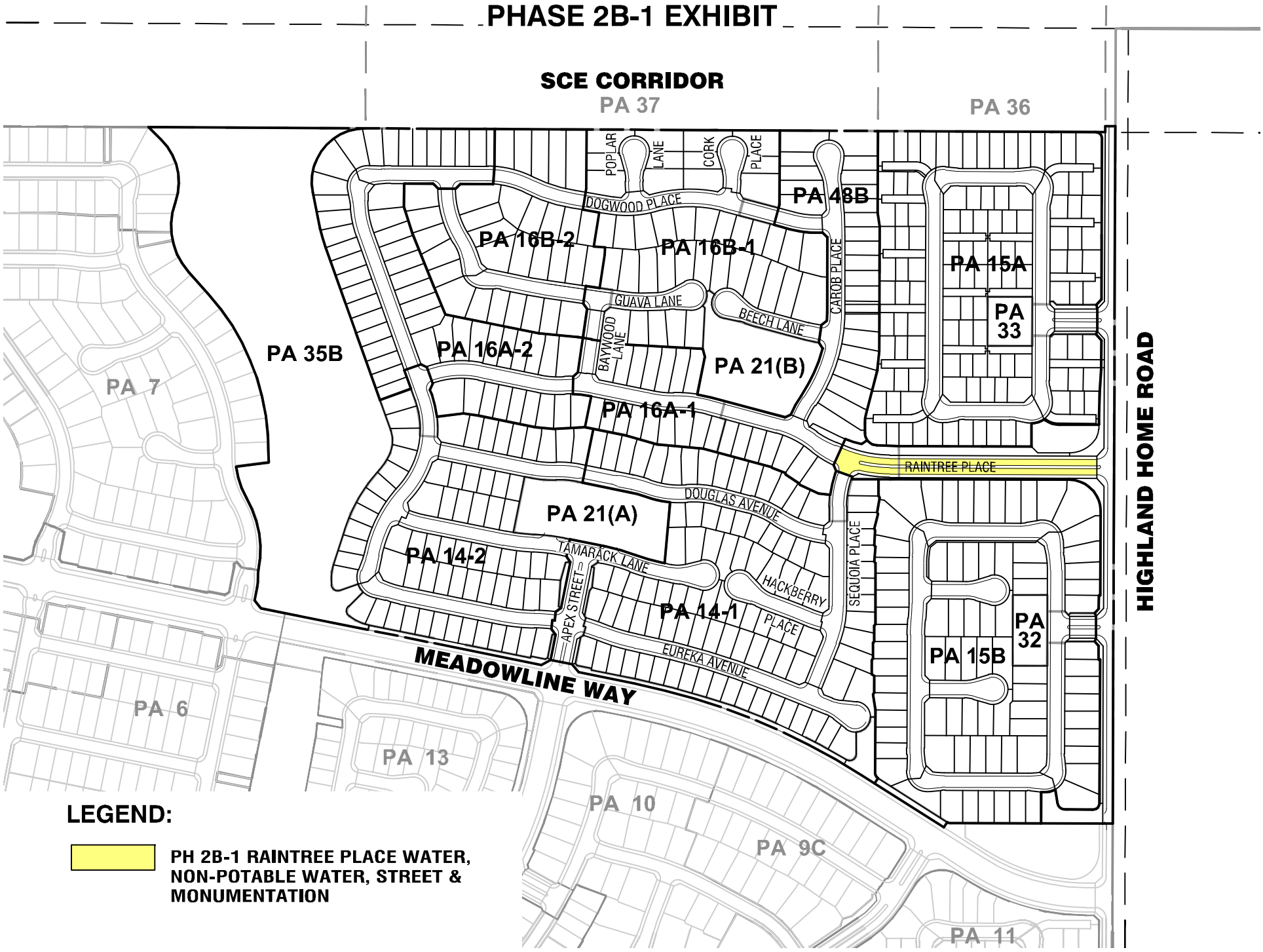
APPROVED BY
CITY OF BANNING
OCT 19 2023
PUBLIC WORKS DEPT

| | |
|---|---|
| **Prepared By:** | MDS Consulting |
| **Date Prepared:** | 10/18/2023 |
| **Approved By:** | |
| **Date Approved:** | |
| **Tract No.:** | 37388-1 |

**City of Banning Engineering Division**
**Construction Cost Estimate for Bonding, Plan Check & Inspection Fees**
**(Subdivisions/Public Works/Commercial Projects)**

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL |
|---|---|---|---|---|
| MONUMENTATION | | | | |
| Spike and Washer or 1" Dia. Pipe | Each | 72 | $ 100.00 | $ 7,200.00 |
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| **SUBTOTAL** | | | | **$ 7,200.00** |
| **CPI Adjustment** | | | | **$ 306.72** |
| **15% Contingency** | | | | **$ 1,080.00** |
| **TOTAL** | | | | **$ 8,586.72** |
| | | | Faithful Performance (100%) | $ 8,586.72 |
| | | | Labor & Material (100%) | $ 8,586.72 |

# PHASE 2B-1 EXHIBIT




**LEGEND:**

PH 2B-1 RAINTREE PLACE WATER, NON-POTABLE WATER, STREET & MONUMENTATION

# 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:** **January 13, 2026**

**SUBJECT:** **Public Works Capital Improvement Project Tracking List**

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**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_December 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. | 12/31/27 | $ 8,300,000 |
| Streets | - | Highland Springs Avenue Interchange | PA&ED | 40% | 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; | Revised noise studies for new alternate, updated technical studies | Design Standard Risk Assessment; Value Analysis Report; Geometric Approval Document; R/W Data Sheets; Transp. Management Plan | 12/31/27 | $ 2,900,000 |
| Streets | 2020-04 | Sun Lakes Blvd Extension | CEQA, PS&E | 99% | Obtained environmental permits, complted PSE package. | Finalize Kinder Morgan pipeline relocation final plans. | Complete environmental permitting | 12/1/26 | $ 1,248,026 |
| Streets | 2020-04 | Sun Lakes Blvd Extension | Construction | 0% | Construction project public advertising | Award construction contract by CC on 1/13/26. Award construction environmental monitoring on 1/27/26 | Project pre-construction meeting | 7/30/27 | $ 20,996,793 |
| 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 paused, due to rephase of RSG project and property acquisition needs | 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 | 2/27/26 | $ 649,954 |
| Streets | 2023-04 | HSIP Cycle 10 Ramsey Street Pedestrian Safety Improvements | Construction | 15% | Project Approved for Funding by the State. Project Awarded. | Work in progress | Pre-Construction review meeting with Caltrans. | 4/1/26 | $ 596,850 |
| 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 | 10% | Project approved for funding by Caltrans | Project design underway | 30% plan submittal | 6/30/26 | $ 585,000 |
| Streets | 2023-11 | HSIP Wilson St & 12 St Intersection Upgrade | PS&E | 2% | Project approved for funding by Caltrans | Bids evaluations by PW staff | 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 Citv Hall | Preparation of RFP | Award, Construction | 6/30/26 | $ 275,000 |
| Facility | 2024-02 | City Hall HVAC Replacement | Construction | 1% | Bid and award of contract | Finalize contracts | Construction | 6/1/26 | $ 188,000 |
| Water | 2018-02W-2 | New Domestic Water Well C8 (Phase 2: Well Equipping and Site Development) | Construction | 70% | Poured pump pedestal, installed pump and completed vertical construction pending roof. | Continue installation of above-ground piping, roof installation, louvers, doors etc., and other onsite work. | Finish roof installation, louvers, doors etc., 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. | Project is complete | Warranty phase | 9/30/25 | $ 1,199,106 |
| Water | 2022-07W | Well M12A (Phase 2: Well Equipping an Site Development) | Construction | 70% | Pump house building incldung pump installation has been completed. | Installation of above-ground piping and electrical wiring and cabintes. | Finish above ground piping 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. Cost estimate is currently being evaluated. | Analyze the cost estimate, make a decision to whether to continue with current design-build team ($95M) or explore other options. | 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. | 1/13/25 | $ 362,866 |
| Recycled Water | 2024-1RW | Charles Street and Lincoln Street Booster Station and Reservoirs | Construction | 80% | Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews. | Charles St - Reservoir tank is complete. Pump building being erected. Pumps have been installed. Lincoln St - Reservoir tank is complete. Pump building slab is in place. Storm drain piping is being installed. | Finish pump building and install all pumps and electrical work. | 3/31/26 | $ 10,160,200 |
| Recycled Water | 2023-06RW | Lions Park Non-Potable Water Conversion | Construction | 60% | Project Awarded. Kick Off Meeting. Surveying and utility research | Main line piping has been installed including sprinkler heads | Installation of controllers and electrical wiring | 3/31/26 | $ 920,672 |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Electric | | Sun Lakes Blvd Extension | PS&E | 100% | Electric design included in Public Works bid package. Submitted minor revisions to electric infrastructure for conformance with Kinder Morgan pipelan plans. | Review bids for the work for contruction award. Issue plan revisions if necessary to Public Works due to Kinder Morgan pipeline work. | Prepare for construction of electric improvements. Assist Public Works with coordiation with SCE and Frontier Commuications for any joint trench work. | 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**

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|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Mary Yaryan, Associate Planner** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Second Reading and Adoption of Ordinance 1614, Repealing and Replacing Chapter 12.32** |

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**RECOMMENDATION:**

Approve second reading and Adoption of Ordinance 1614.

**BACKGROUND:**

Chapter 12.32 of the Banning Municipal Code was adopted several years ago and establishes requirements for address assignment and posting within the City. The existing chapter reflects an earlier addressing framework and does not fully reflect the City's current addressing administration practices.

Staff prepared an update to Chapter 12.32 of the Banning Municipal Code to clarify and codify the City's addressing administration, address assignment, and posting requirements. The proposed ordinance updates the Municipal Code to reflect current administrative authority, address posting and visibility requirements, address assignment standards, and maintenance of the City's Master Address Database.

**Environmental Determination**

The proposed 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 ordinance has no potential to result in a significant effect on the environment.

**JUSTIFICATION:**

The proposed ordinance updates Chapter 12.32 of the Banning Municipal Code to clarify the City's addressing authority, standards, and posting requirements. Adoption of the ordinance ensures consistency in address assignment and visibility standards and supports public safety and administrative coordination.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with these actions.

**ALTERNATIVES:**

Do not adopt Ordinance 1614.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Ordinance 1614 Final.docx
2. Exhibit A Repealing BMC 12.32.pdf
3. Exhibit B New BMC 12.32.pdf

**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 13th day of January, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Richard Royce, 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

# 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.

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

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|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Art Vela, Interim City Manager** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-01 UA Approving the Fourth Amendment to the Professional Services Agreement with Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume System Increasing the Agreement Amount by $250,000 and to Ratify $150,000 issued on July 2025** |

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**RECOMMENDATION:**

Adopt Resolution 2026-01 UA.

**BACKGROUND:**

For several years, the City of Banning, in cooperation with Banning Heights Mutual Water Company has been engaged in negotiations to secure control of the San Gorgonio Flume from Southern California Edison (SCE). SCE has attempted to surrender its license for the San Gorgonio hydroelectric system to the Federal Energy Regulatory Commission (FERC) for many years; however, several outstanding issues must be resolved before FERC will issue an approval of the SCE application and the Flume transfer can be completed.

Due to the complex nature of the San Gorgonio Flume transfer, as well as the significance of several other ongoing Water and Wastewater projects/activities, the City sought specialized legal services through a formal Request for Proposals (RFP) process in 2018. As a result, Falen Law Offices, LLC was selected to provide representation specific to San Gorgonio Flume project.

Falen Law Offices, LLC was chosen based upon their experience and expertise dealing with projects that involve the Federal Land Policy and Management Act (FLPMA), US Forest Service appeals, the 1891 Right of Way Act and Federal land issues, all of which relate to the San Gorgonio Flume project.

On April 23, 2019, the Banning Utility Authority approved a two-year Professional Services Agreement with Falen Law Offices, LLC in the amount of $100,000 for Legal Counsel Services related to the Transfer of the San Gorgonio Flume Project. On February 25, 2020, City Council approved the First Amendment to the Agreement increasing the contract by $250,000 for a total agreement amount not to exceed $350,000. On September 14, 2021, the Banning Utility Authority approved the Second Amendment to the agreement increasing contract funds in the amount of $50,000 for a total contract amount of $400,000. On August 23, 2022 the Banning Utility Authority approved a Third Amendment increasing the agreement in the amount of $100,000 for a total contract amount of $500,000 and extending the term for an additional 5-year period through August 13, 2027. Lastly, in July, 2025 an amount of $150,000 was to the contract for a total contract amount of $650,000, which will be ratified with approval of Resolution 2026-01.

At this time, staff respectfully requests approval of a Fourth Amendment, increasing the agreement in the amount of $250,000 for a total contract amount of $900,000.

**JUSTIFICATION:**

Since the execution of the agreement, Falen Law Offices, LLC, has diligently worked to review and evaluate historical documents, as well as, continued to be well-versed in longstanding negotiations to resolve the San Gorgonio Flume disputes on behalf of the City. Through the FERC Dispute Resolution Service (DRS) process, negotiations continue regarding the proposed decommissioning and US Forest Service permitting agreement.

Although staff remains optimistic regarding the progress achieved thus far, additional funds are necessary to continue working towards resolution of this complex matter. Negotiations are expected to continue.

**FISCAL IMPACT:**

The Fourth Amendment to the Professional Services Agreement with Falen Law Offices, LLC in the amount of $250,000 will be funded by Account 660-6300-471-90.78 (Planning/Design – Capital).

**ALTERNATIVES:**

1. Adopt Resolution 2026-01 UA with modifications.
2. Do not approve Resolution 2026-01 and provide alternative direction to staff.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

Yes

**ATTACHMENTS:**

1. Resolution 2026-01 UA.docx
2. Amendment 4 C00516 Budd Falen Law.docx
3. Resolution 2019-07 UA.pdf
4. Resolution 2020-03 UA.pdf
5. Resolution 2021-09 UA.pdf
6. Resolution 2022-10 UA.pdf

**RESOLUTION 2026-01 UA**

**A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE FOURTH AMENDMENT TO THE AGREEMENT WITH FALEN LAW OFFICES, LLC FOR LEGAL SERVICES RELATED TO THE TRANSFER OF THE SAN GORGONIO FLUME SYSTEM INCREASING THE AGREEMENT AMOUNT BY $250,000 AND RATIFYING $150,000 ISSUED IN JULY, 2025.**

**WHEREAS**, the City is engaged in an ongoing effort to secure the transfer of the San Gorgonio Flume from Southern California Edison (SCE); and

**WHEREAS**, SCE has an application pending before the Federal Energy Regulatory Commission (FERC) to surrender its San Gorgonio hydroelectric system; and

**WHEREAS**, several complex issues must be negotiated and resolved before FERC will approve the SCE application; and

**WHEREAS**, the City determined that specialized legal representation was necessary to successfully negotiate Flume issues on behalf of the City; and

**WHEREAS**, on April 23, 2019, the Banning Utility Authority adopted Resolution 2019-07 UA, approving a Professional Services Agreement with Falen Law Offices, LLC in the amount of $100,000 to provide legal representation for the City in the San Gorgonio Flume matter; and

**WHEREAS**, Falen Law Offices, LLC has made continuous progress on behalf of the City through the Federal Energy Regulatory Commission (FERC) Dispute Resolution Service (DRS) process; and

**WHEREAS**, in order to continue negotiations, the First Amendment to the agreement was processed increasing the contract amount by $250,000 for a total contract of $350,000 which was necessary to continue to fund the specialized legal representation provided by Falen Law Offices, LLC and approved under Resolution 2020-03 UA on February 25, 2020; and

**WHEREAS**, on September 14, 2021, under Resolution 2021-09 UA, the Second Amendment to the agreement was approved extending the term and increasing the amount by $50,000 for a total contract amount of $400,000; and

**WHEREAS**, on August 23, 2022, the Banning Utility Authority approved the Third Amendment to the agreement increasing contract funds in the amount of $100,000 for a total contract amount of $500,000 and extending the term for up to an additional 5-year period to August 13, 2027;

**WHEREAS,** the contract amount was increased by $150,000 in July of 2025 for a total contract amount of $650,000.

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

SECTION 1. The Utility Authority adopts Resolution 2026-01 UA, approving the Fourth Amendment to the Professional Services Agreement with Falen Law Office, LLC for Legal

Counsel Services for the Transfer of the San Gorgonio Flume System in the amount of $250,000 and ratifying $150,000 issued in July 2025.

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

SECTION 3. The City Manager is authorized to execute the Third Amendment to the Professional Services Agreement with Falen Law Offices, LLC.

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 13th day of January, 2026.

Richard Royce, Chairperson
Banning Utility Authority

**ATTEST:**

Sandra Calderon, Secretary
Banning Utility Authority

**APPROVED AS TO FORM:**

John Pinkney, Authority Counsel
Slovak, Baron, Empey, Murphy & Pinkney, LLP

**CERTIFICATION:**

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2026-01 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Secretary
Banning Utility Authority

**AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00516) FOR THE TRANSER OF THE SAN GORGONIO FLUME PROJECT BY AND BETWEEN CITY OF BANNING AND FALEN LAW OFFICES, LLC.**

**THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT** ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **FALEN LAW OFFICES, LLC.**, a Wyoming limited liability corporation ("Consultant") is effective as of this day: _____.

## RECITALS

A. City and Consultant entered into that certain Agreement for Professional Services dated August 14, 2019 ("Agreement") whereby Consultant agreed to provide Legal Counsel Services for the Flume Project.

B. City and Consultant have entered into an Amendment No. 1 to the Agreement dated February 25, 2020, to increase the Contract Sum to Two Hundred Fifty Thousand Dollars ($250,000.00), as approved by City Council Resolution 2020-03 UA.

C. City and Consultant have entered into an Amendment No. 2 to the Agreement dated September 14, 2021, to extend the Term of the Agreement to August 13, 2022, and increase the Contract Sum to Fifty Thousand Dollars ($50,000.00), as approved by City Council Resolution 2021-09 UA.

D. City and Consultant have entered into an Amendment No. 3 to the Agreement dated October 11, 2022, to extend the Term of the Agreement to August 13,2024, and increase the Contract Sum to One Hundred Thousand Dollars ($100,000.00), as approved by City Council Resolution 2022-10 UA.

E. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to August 13, 2027, and increase the Contract Sum to Two Hundred Fifty Thousand Dollars ($250,000.00) and to ratify One Hundred Fifty Thousand Dollars ($150,000.00) that was issued on July 20, 2025.

The Parties therefore agree follows:

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

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Two Hundred Fifty Thousand Dollars ($250,000.00) plus the One Hundred Fifty Thousand Dollars ($150,000.00) that

was previously issued, thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to Nine Hundred Thousand Dollars ($900,000.00).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through August 13, 2027, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 4, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and,. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 4 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 4.

2.3 Authority. The persons executing this Amendment No.4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No. 4 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

**[*SIGNATURE PAGE FOLLOWS*]**

The Parties are signing this Amendment No. 4 on the date stated in the introductory clause.

| CITY OF BANNING | CONSULTANT |
| --- | --- |
| Art Vela,<br>Interim City Manager | NAME:<br>TITLE: |
| City Council Approval: _____ | NAME:<br>TITLE: |
| ATTEST: | |
| Sandra Calderon<br>Acting Deputy City Clerk | |
| APPROVED AS TO FORM:<br>Slovak, Baron, Empey, Murphy & Pinkney LLP | |
| John O. Pinkney<br>City Attorney | |

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

## RESOLUTION 2019-07 UA

**A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO FALEN LAW OFFICES, LLC FOR LEGAL SERVICES TO THE TRANSFER OF THE SAN GORGONIO FLUME SYSTEM IN THE AMOUNT OF $100,000 AND AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CHURCHWELL WHITE, LLP IN THE AMOUNT OF $100,000 FOR LEGAL SERVICES RELATED TO THE WATER AND WASTEWATER DIVISIONS OF THE PUBLIC WORKS DEPARTMENT**

**WHEREAS,** The Water and Wastewater Divisions of the Public Works Department are currently engaged is several projects and activities that require specialized legal representation including, but not limited to:

- Negotiations related to the transfer of the San Gorgonio Flume from Southern California Edison, related permitting from the United States Forest Services (USFS) and participation in the Federal Energy Regulatory Commission's (FERC) Dispute Resolution Service (DRS) process;

- Negotiations related to and implementation of the Sustainable Groundwater Water Management Act (SGMA);

- Beaumont Basin Watermaster which oversees the management of the adjudicated portions of the Beaumont Basin and which the City has been court appointed as a committee member;

- Regulatory permitting related to the capital projects and operations of the Water and Wastewater Divisions; and

**WHEREAS,** the City received six (6) proposals as a response to an advertised Request for Proposal for legal services; and

**WHEREAS,** Churchwell White, LLP was rated the highest by an evaluation committee to provide legal services to the Water and Wastewater Division; and

**WHEREAS,** staff solicited a proposal from Falen Law Offices, LLC (FLO) and have opined that (FLO) has the necessary specialized expertise dealing with projects that involve the Federal Land Policy and Management Act (FLPMA), Forest Service appeals, 1891 Right of Way Act and Federal land issues all of which relate to the San Gorgonio Flume project; and

**WHEREAS,** staff recommends an award of a Professional Services Agreement to FLO for legal services related the Transfer of the San Gorgonio Flume and a Professional Services Agreement to Churchwell White, LLP to provide legal services to the Water and Wastewater Divisions; and

**WHEREAS**, the procurement of legal services is exempt from the City's purchasing policy pursuant to Administrative Policy B-30, Procurement Policies and Procedures, 3-105 (6).

**NOW, THEREFORE, BE IT RESOLVED**, by the Banning Utility Authority of the City of Banning a follows:

**SECTION 1.** The Banning Utility Authority approves an agreement with Churchwell White, LLP of Sacramento, California for legal services to the Water and Wastewater Divisions of the Public Works Department in an amount of $100,000.

**SECTION 2.** The Banning Utility Authority approves an agreement with Falen Law Offices, LLC of Cheyenne, Wyoming for legal services related to the transfer of the San Gorgonio Flume system in an amount of $100,000.

**SECTION 3.** The City Manager or his designee is authorized to make necessary budget adjustments, appropriations and transfers related to both Professional Services Agreements.

**SECTION 4.** The City Manager or his designee is authorized to execute the Professional Services Agreements on a form approved by the City Attorney.

**SECTION 5.** The Deputy Secretary of the Banning Utility Authority 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 23rd day of April, 2019.

Arthur L. Welch, Chairman
Banning Utility Authority

**ATTEST:**

Daryl Betancur, Deputy Secretary
Banning Utility Authority

**APPROVED AS TO FORM AND LEGAL CONTENT:**

Kevin G. Ennis, Attorney Counsel
Richards, Watson & Gershon

## CERTIFICATION:

I, Daryl Betancur, Deputy Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution No. 2019-07 UA was duly adopted by the Banning Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 23rd 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 Secretary
City of Banning, California

## RESOLUTION 2020-3 UA

**A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO THE AGREEMENT WITH FALEN LAW OFFICES, LLC FOR LEGAL SERVICES RELATED TO THE TRANSFER OF THE SAN GORGONIO FLUME PROJECT IN THE AMOUNT OF $250,000**

**WHEREAS**, the City is engaged in an ongoing effort to secure the transfer of the San Gorgonio Flume from Southern California Edison (SCE); and

**WHEREAS**, SCE has an application pending before the Federal Energy Regulatory Commission (FERC) to surrender its San Gorgonio hydroelectric system; and

**WHEREAS**, several complex issues must be negotiated and resolved before FERC will approve the SCE application; and

**WHEREAS**, the City determined that specialized legal representation was necessary to successfully negotiate Flume issues on behalf of the City; and

**WHEREAS**, in 2018, the City received proposals in response to an advertised Request for Proposal for Legal Services specific to Water and Wastewater issues; and

**WHEREAS**, staff received a proposal from Falen Law Offices, LLC and determined it had the necessary specialized expertise dealing with projects that involve the Federal Land Policy and Management Act (FLPMA), Forest Service appeals, 1891 Right of Way Act and Federal land issues, all of which relate to the San Gorgonio Flume Project; and

**WHEREAS**, in 2019, the Banning Utility Authority adopted Resolution 2019-07 UA, approving a Professional Services Agreement with Falen Law Offices, LLC in the amount of $100,000 to provide legal representation for the City in the San Gorgonio Flume matter; and

**WHEREAS**, Falen Law Offices, LLC has made continuous progress on behalf of the City through the Federal Energy Regulatory Commission (FERC) Dispute Resolution Service (DRS) process; and

**WHEREAS**, in order to continue negotiations via the DRS process and ultimately finalize the transfer of the San Gorgonio Flume to the City of Banning, additional revenue is necessary to sustain the specialized legal representation provided by Falen Law Offices, LLC.

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

SECTION 1. Banning Utility Authority adopts Resolution 2020-03 UA, approving an Amendment to the Professional Services Agreement with Falen Law Offices, LLC for Legal Counsel Services for the Transfer of the San Gorgonio Flume Project in the amount of $250,000.

SECTION 2. The City Manager, or designee, is authorized to make necessary budget adjustments, appropriations, and transfers related to the Amendment to the Professional Services Agreement for with Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume system.

SECTION 3. The City Manager is authorized to execute the Amendment to the Professional Services Agreement with Falen Law Offices, LLC.

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

**PASSED, APPROVED AND ADOPTED** this 25th day of February 2020.

Daniela Andrade

Daniela Andrade, Chairperson
Banning Utility Authority

**ATTEST:**

Sonja De La Fuente, Secretary
Banning Utility Authority

**APPROVED AS TO FORM AND LEGAL CONTENT:**

Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Secretary of the Banning Utility Authority of Banning, California, do hereby certify that the foregoing Resolution 2020-3 UA, was duly adopted by the Banning Utility Authority of the City of Banning, California, at a Regular Meeting thereof held on the 25th day of February, 2020, by the following vote, to wit:

AYES: Andrade, Happe & Welch

NOES: None

ABSTAIN: None

ABSENT: Wallace

Sonja De La Fuente, Secretary
Banning Utility Authority
City of Banning, California

**RESOLUTION 2021-09 UA**

**A RESOLUTION OF THE BANNING UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE SECOND AMENDMENT TO THE AGREEMENT WITH FALEN LAW OFFICES, LLC FOR LEGAL SERVICES RELATED TO THE TRANSFER OF THE SAN GORGONIO FLUME SYSTEM**

The Banning Utility Authority does hereby resolve as follows:

**WHEREAS**, the City is engaged in an ongoing effort to secure the transfer of the San Gorgonio Flume from Southern California Edison (SCE); and

**WHEREAS**, SCE has an application pending before the Federal Energy Regulatory Commission (FERC) to surrender its San Gorgonio hydroelectric system; and

**WHEREAS**, several complex issues must be negotiated and resolved before FERC will approve the SCE application; and

**WHEREAS**, the City determined that specialized legal representation was necessary to successfully negotiate Flume issues on behalf of the City; and

**WHEREAS**, in 2018, the City received proposals in response to an advertised Request for Proposal for Legal Services specific to Water and Wastewater issues; and

**WHEREAS**, staff received a proposal from Falen Law Offices, LLC and determined it had the necessary specialized expertise dealing with projects that involve the Federal Land Policy and Management Act (FLPMA), Forest Service appeals, 1891 Right of Way Act and Federal land issues, all of which relate to the San Gorgonio Flume Project; and

**WHEREAS**, in 2019, the Banning Utility Authority adopted Resolution 2019-07 UA, approving a Professional Services Agreement with Falen Law Offices, LLC in the amount of $100,000 to provide legal representation for the City in the San Gorgonio Flume matter; and

**WHEREAS**, Falen Law Offices, LLC has made continuous progress on behalf of the City through the Federal Energy Regulatory Commission (FERC) Dispute Resolution Service (DRS) process; and

**WHEREAS**, in order to continue negotiations, the First Amendment to the agreement was processed in the amount of $250,000 which was necessary to continue to fund the specialized legal representation provided by Falen Law Offices, LLC and approved under Resolution 2020-03 UA on February 25, 2020; and

**WHEREAS**, on September 14, 2021, the Banning Utility Authority approved the Second Amendment to the agreement increasing contract funds in the amount of $50,000

for a total contract amount of $400,000 and extending the term for an additional one-year period to August 13, 2022.

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

SECTION 1. Banning Utility Authority adopts Resolution 2021-09 UA, approving the Second Amendment to the Professional Services Agreement with Falen Law Office, LLC for Legal Counsel Services for the Transfer of the San Gorgonio Flume System in the amount of $50,000 and extending the term for an additional one-year period through August 13, 2022.

SECTION 2. The City Manager ("Authorized Representative") or his designee is hereby authorized to make necessary budget adjustments, appropriations, and transfers related to the Amendment to the Professional Services Agreement for with Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume system.

SECTION 3. The City Manager is authorized to execute the Second Amendment to the Professional Services Agreement with Falen Law Offices, LLC.

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

**PASSED, APPROVED AND ADOPTED** this 14th of September 2021.

Colleen Wallace, Chairperson
Banning Utility Authority

**ATTEST:**

Caroline Patton, Secretary
Banning Utility Authority

**APPROVED AS TO FORM AND LEGAL CONTENT:**

Kevin G. Ennis, Authority Counsel
Richards, Watson & Gershon

**CERTIFICATION:**

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2021-09 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 14th of September 2021 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Pingree, Sanchez, and Mayor Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

## RESOLUTION 2022-10 UA

**A RESOLUTION OF THE UTILITY AUTHORITY OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE THIRD AMENDMENT TO THE AGREEMENT WITH FALEN LAW OFFICES, LLC FOR LEGAL SERVICES RELATED TO THE TRANSFER OF THE SAN GORGONIO FLUME SYSTEM**

**WHEREAS**, the City is engaged in an ongoing effort to secure the transfer of the San Gorgonio Flume from Southern California Edison (SCE); and

**WHEREAS**, SCE has an application pending before the Federal Energy Regulatory Commission (FERC) to surrender its San Gorgonio hydroelectric system; and

**WHEREAS**, several complex issues must be negotiated and resolved before FERC will approve the SCE application; and

**WHEREAS**, the City determined that specialized legal representation was necessary to successfully negotiate Flume issues on behalf of the City; and

**WHEREAS**, in 2018, the City received proposals in response to an advertised Request for Proposal for Legal Services specific to Water and Wastewater issues; and

**WHEREAS**, staff received a proposal from Falen Law Offices, LLC and determined it had the necessary specialized expertise dealing with projects that involve the Federal Land Policy and Management Act (FLPMA), Forest Service appeals, 1891 Right of Way Act and Federal land issues, all of which relate to the San Gorgonio Flume Project; and

**WHEREAS**, on April 23, 2019, the Banning Utility Authority adopted Resolution 2019-07 UA, approving a Professional Services Agreement with Falen Law Offices, LLC in the amount of $100,000 to provide legal representation for the City in the San Gorgonio Flume matter; and

**WHEREAS**, Falen Law Offices, LLC has made continuous progress on behalf of the City through the Federal Energy Regulatory Commission (FERC) Dispute Resolution Service (DRS) process; and

**WHEREAS**, in order to continue negotiations, the First Amendment to the agreement was processed increasing the contract amount by $250,000 for a total contract of $350,000 which was necessary to continue to fund the specialized legal representation provided by Falen Law Offices, LLC and approved under Resolution 2020-03 UA on February 25, 2020; and

**WHEREAS**, on September 14, 2021, under Resolution 2021-09 UA, the Second Amendment to the agreement was approved extending the term and increasing the amount by $50,000 for a total contract amount of $400,000; and

**WHEREAS**, on August 23, 2022, the Banning Utility Authority approved the Third Amendment to the agreement increasing contract funds in the amount of $100,000 for a total contract amount of $500,000 and extending the term for up to an additional 5-year period to August 13, 2027.

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

SECTION 1. Banning Utility Authority adopts Resolution 2022-10 UA, approving the Third Amendment to the Professional Services Agreement with Falen Law Office, LLC for Legal Counsel Services for the Transfer of the San Gorgonio Flume System in the amount of $100,000 and extending the term for up to an additional 5-year period through August 13, 2027.

SECTION 2. The City Manager ("Authorized Representative") or his designee is hereby authorized to make necessary budget adjustments, appropriations, and transfers related to the Amendment to the Professional Services Agreement for with Falen Law Offices, LLC for Legal Services related to the Transfer of the San Gorgonio Flume system.

SECTION 3. The City Manager is authorized to execute the Third Amendment to the Professional Services Agreement with Falen Law Offices, LLC.

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 23rd day of August 2022.

Colleen Wallace, Acting Chairperson
Banning Utility Authority

**ATTEST:**

Caroline Patton, Secretary
Banning Utility Authority

**APPROVED AS TO FORM AND LEGAL CONTENT:**

Serita Young, Assistant Authority Counsel
Richards, Watson & Gershon

**CERTIFICATION:**

I, Caroline Patton, Secretary of the Banning Utility Authority, do hereby certify that the foregoing Resolution 2022-10 UA, was duly adopted by the Utility Authority of the City of Banning, California, at a regular meeting thereof held on the 23rd day of August 2022 by the following vote, to wit:

AYES: Hamlin, Sanchez, and Wallace.

NOES:

ABSENT: Happe and Pingree.

ABSTAIN:

Caroline Patton, Secretary
Banning Utility Authority

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Shah Nawaz, Deputy Water/Wastewater Director** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-01, Awarding a Professional Services Agreement to Carollo Engineers, Inc. in the amount of $150,000 to perform On-Call Water/Wastewater Hydraulic Feasibility Studies.** |

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**RECOMMENDATION:**

Adopt Resolution 2026-01

**BACKGROUND:**

On August 21, 2025, the City of Banning ("City") issued Request for Proposals seeking qualified professional engineering firms to provide On-Call Hydraulic Feasibility Studies for the City's water, wastewater, and recycled water systems. The purpose of the on-call contract is to support staff with timely hydraulic evaluations associated with new development projects, system capacity assessments, master planning consistency checks, and other as-needed hydraulic modeling assignments. These services are increasingly necessary as ongoing development activity continues to advance at a pace that may or may not necessarily align with the projections and assumptions identified in the City's 2018 Integrated Master Plan (IMP).

Modern water systems are complex and constantly changing, with reservoirs, pumps, pipelines, and different pressure zones all working together to deliver water throughout the City. Because of this, simple hand calculations are not accurate enough to predict how the entire system will behave under different conditions. Specialized hydraulic modeling software is needed to simulate real-world scenarios such as daily water use, fire-flow demands and availability, system impacts due to new developments, or planned system upgrades. Using a calibrated model allows engineers to clearly understand system performance, compare options, and provide reliable recommendations for future improvements.

On September 24, 2025, the City received proposals from the following five (5) firms:

- Carollo Engineers, Inc.
- Albert A. Webb Associates
- Dudek
- Engineering Resources of Southern California
- Watearth, Inc.

A three-member evaluation committee reviewed the proposals using the City's established criteria: qualifications, pricing, experience, professional references, approach & methodology, and value-added services.

Based on the evaluation criteria, Carollo Engineers, Inc. ("Carollo"), was determined to be the most qualified firm to perform on-call hydraulic studies. Carollo has served the City previously on multiple

assignments, including preparation of the 2018 IMP, development review modeling support, and on-call hydraulic modeling contract through 2024.

**JUSTIFICATION:**

Carollo Engineers, Inc. has extensive experience with the City's water, wastewater, and recycled water systems, including preparation of the 2018 Integrated Master Plan and prior on-call hydraulic modeling support. Their strong familiarity with the City's hydraulic model, development-related capacity needs, knowledge of the City's pressure zones combined with a large, locally staffed team, positions them to provide timely, accurate, and responsive hydraulic feasibility study services. Carollo also maintains a proven track record delivering similar on-call work for multiple Southern California agencies. Based on their qualifications, experience, and capacity, staff recommends Carollo as the most suitable firm to provide the City's on-call hydraulic modeling services.

**FISCAL IMPACT:**

A budget appropriation in the amount of $150,000 to Water Account No. 660-6300-471.33-11 is requested to fund the Professional Services Agreement. The Agreement term will be for up to three years with an option to renew for two additional years, contingent upon satisfactory annual performance. The City staff anticipates that more than 25% of the proposed costs will be invoiced to and recovered from developers through the preparation of hydraulic studies for their respective future development projects. Compensation to Carollo will be based on individual task orders, each outlining the proposed scope of work and associated fees, which will be reviewed and approved by the City prior to commencing any work and will follow the pricing included in the attached cost proposal.

The requested appropriation will have no impact on the General Fund.

**ALTERNATIVES:**

Reject the Professional Services Agreement with Carollo Engineers, Inc. and provide staff with additional direction.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

Yes

**ATTACHMENTS:**

1. Resolution_No._2026-01.docx
2. C01218 On-Call Hydraulic Feasibility Studies Carollo.docx
3. Carollo's Price Proposal.pdf

**RESOLUTION 2026-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT TO CAROLLO ENGINEERS, INC. IN THE AMOUNT OF $150,000 TO PERFROM ON-CALL WATER/WASTEWATER HYDRAULIC MODELING SERVICES.**

**WHEREAS**, on August 21, 2025, the City of Banning ("City") issued Request for Proposals seeking qualified professional engineering firms to provide On-Call Hydraulic Feasibility Studies for the City's water, wastewater, and recycled water systems. The purpose of the on-call contract is to support staff with timely hydraulic evaluations associated with new development projects, system capacity assessments, master planning consistency checks, and other as-needed hydraulic modeling assignments. These services are increasingly necessary as ongoing development activity continues to advance at a pace that may or may not necessarily align with the projections and assumptions identified in the City's 2018 Integrated Master Plan (IMP); and

**WHEREAS,** modern water systems are complex and constantly changing, with reservoirs, pumps, pipelines, and different pressure zones all working together to deliver water throughout the City. Because of this, simple hand calculations are not accurate enough to predict how the entire system will behave under different conditions. Specialized hydraulic modeling software is needed to simulate real-world scenarios such as daily water use, fire-flow demands and availability, system impacts due to new developments, or planned system upgrades. Using a calibrated model allows engineers to clearly understand system performance, compare options, and provide reliable recommendations for future improvements; and

**WHEREAS,** the City's UWMP was last updated in 2020. Although the 2025 UWMP Guidebook has not yet been released, several legislative and regulatory changes since 2020 will directly affect how the City evaluates future water demands and supplies, including "Making Water Conservation a California way of life" legislation, Compliance with water loss standards reporting, the Sustainable Groundwater Management Act (SGMA), Future water supply projects; and

**WHEREAS**, on September 24, 2025, the City received proposals from the following five (5) firms: Carollo Engineers, Inc., Albert A. Webb Associates, Dudek, Engineering Resources of Southern California, Watearth, Inc.; and

**WHEREAS,** a three-member evaluation committee reviewed the proposals using the City's established criteria: qualifications, pricing, experience, professional references, approach & methodology, and value-added services. Based on the evaluation criteria, Carollo Engineers, Inc. ("Carollo"), was determined to be the most qualified firm to perform on-call hydraulic studies. Carollo has served the City previously on multiple assignments, including preparation of the 2018 IMP, development review modeling support, and on-call hydraulic modeling contract through 2024; and

**WHEREAS,** Carollo Engineers, Inc. has extensive experience with the City's water, wastewater, and recycled water systems, including preparation of the 2018 Integrated Master Plan and prior on-call hydraulic modeling support. Their strong familiarity with the City's hydraulic model, development-related capacity needs, interjacencies of City's pressure zones combined with a large, locally staffed team, positions them to provide timely, accurate, and responsive hydraulic feasibility study services. Carollo also maintains a proven track record delivering similar on-call work for multiple Southern California agencies. Based on their qualifications, experience,

and capacity, staff recommends Carollo as the most suitable firm to provide the City's on-call hydraulic modeling services; and

**WHEREAS,** budget appropriation in the amount of $150,000 to Water Account No. 660-6300-471.33-11 is requested to fund the Professional Services Agreement. The Agreement term will be for up to three years, contingent upon satisfactory annual performance. The City staff anticipates that more than 25% of the proposed costs will be invoiced to and recovered from developers through the preparation of hydraulic studies for their respective future development projects. Compensation to Carollo will be based on individual task orders, each outlining the proposed scope of work and associated fees, which will be reviewed and approved by the City prior to commencing any work and will follow the pricing included in the attached cost proposal. The requested appropriation will have no impact on the General Fund; and

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

SECTION 1. The City Council Award a Professional Services Agreement to Carollo Engineers, Inc. in the Amount of $150,000 to perform On-call Water/Wastewater Hydraulic Feasibility Studies.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement with Carollo Engineers, Inc. in the Amount of $150,000 to perform On-call Water/Wastewater Hydraulic Feasibility Studies 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 13th day of January, 2026.

Richard Royce, 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 2026-01, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**

Award a Professional Services Agreement to Carollo Engineers, Inc. in the Amount of $150,000 to perform On-call Water/Wastewater Hydraulic Feasibility Studies.

**AGREEMENT FOR PROFESSIONAL SERVICES (C001218) FOR ON-CALL HYDRAULIC FEASIBILITY STUDIES BY AND BETWEEN CITY OF BANNING AND CAROLLO ENGINEERS, 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 Carollo Engineers, 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 25-110) for the performance of the services for On-Call Hyrdraulic Feasibility Studies 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 complete the services required hereunder in accordance with the prevailing standard of care by exercising the skill and ability ordinarily required of consultants performing the same or similar services, under the same or similar

circumstances, in the State of California. 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 |
|---|---|
| Matthew Huang, PE | Associate Vice President |

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement.

Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

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 ($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 two (2) one year extension, 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.

To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the Indemnitees, from and against any and all Liabilities, whether actual, alleged or threatened, to the extent arising out of, pertaining to, or relating to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, and/or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (and/or any entity or individual for whom Consultant shall bear legal liability) in the performance of professional services under this Agreement. 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.

If Consultant is a "design professional", as defined in California Civil Code Section 2782.8, then, to the extent any of the Services constitute "design professional services", as that term in used in California Civil Code Section 2782.8, Consultant's defense and indemnity obligations for Liabilities arising out of Consultant's negligent performance of design professional services shall be limited to reimbursement of the City and otherwise as set forth in that Section

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 to the extent required by subparagraph A.1, above.

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: Shah Nawaz<br>Deputy Director of Water/Wastewater<br>City of Banning<br>99 East Ramsey Street<br>Banning, California 92220<br>Email: snawaz@banningca.gov |
| With a courtesy copy to: | John Pinkney, City Attorney<br>Slovak Baron Empey Murphy & Pinkney LLP<br>74774 CA-111<br>Indian Wells, CA 92210<br>Email: pinkney@sbemp.com |
| If to Consultant: | Attn: Matthew Huang, PE<br>Associate Vice President<br>Carollo Engineers, Inc.<br>3400 Central Acenue, Ste 205<br>Riverside, California 92506<br>Email: mhuang@carollo.com |

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

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

8.5 Severability.

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

8.6 Mutual Cooperation.

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

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

8.7 No Third Party Beneficiaries Intended.

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

8.8 Final Payment Acceptance Constitutes Release.

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

8.9 Non-Appropriation of Funds.

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

8.10 Headings.

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

8.11 Word Usage.

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

8.12 Business Days.

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

8.13 Corporate Authority.

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

8.14 Electronic Signatures.

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

**[SIGNATURES ON FOLLOWING PAGE]**

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

| CITY OF BANNING | CONSULTANT |
|---|---|
| Art Vela, Date<br>Intermin City Manager | NAME: Date<br>TITLE: |
| | NAME: Date<br>TITLE: |
| ATTEST: | |
| Date<br>Acting Administrative City Clerk | Tax ID No.<br>Address: |
| APPROVED AS TO FORM:<br>Slovak Baron Empey Murphy & Pinkney LLP | |
| John O. Pinkney Date<br>City Attorney | 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 Hydraulic Feasibility Studies 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

This section provides an overview of the Carollo team's tailored project management approach for the City's On-Call Engineering Services.

## Understanding of the Services

The City provides municipal water and sewer service to a population of approximately 32,000 residents through approximately 11,000 water and 10,500 sewer service connections. The City also provides water to the Banning Heights Mutual Water Company and High Valleys Water District. In 2018, the City completed an IMP, which included the development and calibration of hydraulic models for each system: potable water, sewer collection, and recycled water. The hydraulic models were used to evaluate each system and recommend a Capital Improvement Program (CIP), which considered water improvement projects that were ongoing at the time of IMP preparation, or soon to be undertaken. The City has completed most of those projects and has incorporated the updates in the hydraulic model. However, there are several sizable residential developments that have not yet been incorporated into the water, sewer, and recycled water model. Therefore, the City is looking for qualified engineering consultants to perform Hydraulic Feasibility Studies to confirm that the existing water, sewer, and recycled water systems are adequate to serve the demand of the proposed development and to determine any necessary upgrades to the system.

The City is seeking a qualified consultant to provide On-Call Services for these Hydraulic Feasibility Studies. These services will include, but are not limited to, review of the existing hydraulic models and their scenario(s) assumptions; feasibility/concept plan studies and recommendations; overall system evaluation of capacity and efficiency; hydraulic model calibration and adjustment; and such other services as may be required by the City for private development and/or capital improvements. The City anticipates a one-year on-call services contract, with the possibility of two additional one-year extensions. The City will identify a project and issue a Task Order to the consultant under contract.

## Approach

Carollo is very familiar with responding to task orders for on-call planning services from previous and existing contracts with Southern California utilities and agencies. We have or are currently providing similar services to EVMWD, IEUA, Mesa Water District, EMWD, City of South Pasadena, City of Glendale, Jurupa Community Services District, Yorba Linda Water District, City of Burbank, and other utilities throughout California.

We have established a reputation of responsive, high-value service and we have demonstrated our flexibility in providing the "right" expertise to efficiently resolve project issues. Effective and consistent communication, the ability to hear and understand our clients' needs, and exceptional organizational skills are at the heart of our successful strategy.

Carollo's proven management approach is compatible with the needs and interests of the City. A clear definition of roles and responsibilities for all team members is a foundational element of project management at Carollo. We have a long history of managing technical project teams, often including multiple firms, to bring clients the expertise and resources needed to achieve their goals. We use management tools like detailed schedules and progress milestones to monitor progress in compliance with budgeted costs.



## Well-Thought-Out Plans for Successful Project Implementation

We have developed a series of well-structured plans designed to deliver effective and collaborative project implementation. These plans clearly outline how each work effort will be executed, minimizing the risk of costly delays or rework. For the City, the benefit is a streamlined process where roles, responsibilities, timelines, and levels of effort are clearly defined—resulting in alignment and efficiency from start to finish.

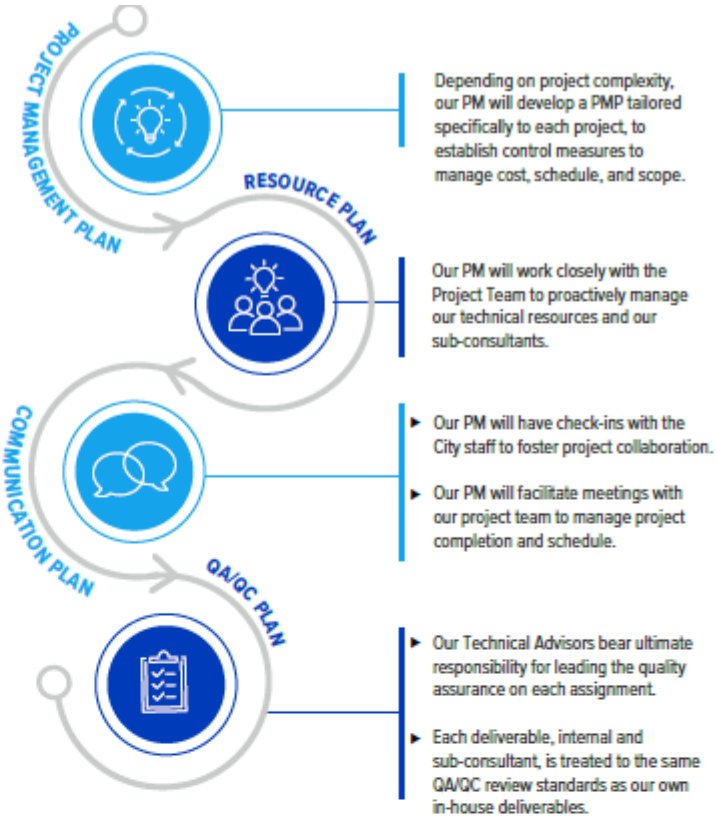
### *A Proven Project Management Plan*

Managing a project is easier when everyone works as a team, and the team works best when everyone understands the "game plan." The Project Management Plan (PMP) sets goals and expectations for the project and defines assignments and responsibilities for both the City's and Carollo's team. The PMP also establishes control measures to manage cost, schedule, and scope. Using the PMP framework, our Project Manager will develop individual work plans to complete assigned projects on schedule, within budget, in a quality manner, which will result in overall consistency with your goals and objectives.

### *Resource Plan*

We recognize that a highly effective team must be resourceful, engaging the right people at the right time to balance multiple project demands, meet schedule requirements, and remain cost-conscious. To achieve this, we proactively plan and coordinate with both our local and national technical resources.

Our team is fully prepared with the expertise needed to respond quickly to your requests, bringing the right skills to deliver each task efficiently and effectively. Once team members are identified, they are committed to the appropriate level for the duration of the project. Carollo achieves staffing consistency by assigning the right personnel from the outset and making every effort to maintain them through project completion. Substitutions will not occur without prior approval from the City.




### *Communication Plan*

Effective communication and collaboration are essential to the successful completion of any project. Regular engagement with both our internal project team and City staff creates opportunities to connect key details, align objectives, and encourage collaboration. Clear, timely communication not only keeps the project on track but also confirms expectations and invites valuable input from all stakeholders.

Project Manager Adelina Pirijanyan will meet with you at an agreed-upon frequency during a regularly scheduled time to review project direction and decisions needed to maintain progress. Each meeting will follow a structured agenda to facilitate purposeful discussion and conclude with clear action items for project management and engineering coordination. These check-ins will be supplemented by as-needed phone calls to address emerging needs.

In addition, our project team will meet weekly with Adelina to review project needs, progress, and next steps for each deliverable. Regular progress meetings with the City will further create alignment, transparency, and consistent collaboration throughout the life of the project.

## QUALITY MANAGEMENT PLAN

- Establishes procedures for a successful and quality project
- Includes both Program Level Quality Assurance and Project Team Quality Control
- Will be confirmed with you at the start of the project

### QUALITY ASSURANCE

- Conducted proactively as the project progresses
- Independent peer reviews to address critical issues
- Early engagement of experts
- Conducted in early stages to avoid rework

**RESULT**
Achieves a systematic approach to eliminate gaps and avoid rework

### QUALITY CONTROL

- Quality checks prior to submittals
- Internal QC workshops prior to major submittals
- Independent QC team

**RESULT**
Provides high-quality deliverables that minimizes errors

### *Quality Assurance/Quality Control Plan*

Carollo maintains a strong, long-standing commitment to quality. Our Quality Assurance/Quality Control (QA/QC) Plan is customized to meet the specific needs of each project, establishing clear procedures and standards from the outset. We integrate QA/QC into every step of the project, applying the right reviews at the right time for a strong start and a successful finish.

Our project-specific QA/QC plan will define deliverables for each phase, track review comments and revisions, and document supporting materials. Quality is reinforced throughout the process, with informal reviews of all deliverables conducted as work progresses to prevent issues before they arise.

Technical Advisors carry ultimate responsibility for leading QA/QC on every assignment. Importantly, no subconsultant work is ever incorporated into final client deliverables without first undergoing our QA/QC review process. Unlike firms that may simply "plug in" subconsultant work, we apply the same rigorous standards to all deliverables—whether developed in-house or by our partners—resulting in accuracy, consistency, and reliability in the final product.

## Detailed Project Schedule

Carollo will develop a project schedule for each task order. Depending on complexity and level of effort, a detailed schedule shall be developed in Microsoft Project. Carollo understands the importance of supporting the City's coordination with private developers; therefore, will work alongside the City to deliver within a mutually agreed upon schedule. Our schedule will also include a two-week period for City review to make sure adequate time for feedback prior to finalizing deliverables. Carollo will make every effort to keep the project on schedule; however, the timely response of the City to data requests and review feedback will also impact the overall time line. As the project progresses, we will update the schedule monthly to accurately track project completion.

## Efficient Data Collection

We will maintain a data collection log at the onset of the project, which will allow for smoother collaboration and data collection. Early review of project information completeness and relevancy is critical. We will stay ahead of the data collection process and keep communication ongoing with City staff throughout the project, which will help establish a data collection efficiency.

***Carollo confirms that it will not require the use, lease, purchase, or rental of any City-owned facilities or property in connection with the services to be performed. No City equipment or facilities are needed, and there are no related terms or costs to include in the proposal.***

## Use of the Right Planning Tools

A lot of planning tasks involve the analysis of large amounts of data to understand historic trends, future projections, rainfall data, population, water supply, etc. We have learned that using the right tools can save time and our clients a lot of money.

Carollo has been working on digital delivery platforms for years and we have tools as simple as excel-based tools and more complicated tools such as electronic master plans that include a GIS interface for displaying CIP projects, associated pipe capacities, hydraulic bottlenecks, predicted surcharging and overflows, and links to CIP project data including summary sheets, project costs, status, and schedule.

Digital platforms such as PowerBI, ESRI ArcGIS Online, and others allow us to build dynamic electronic deliverable formats that can stay current as projects are completed or delayed.

Another significant benefit of digital delivery platforms is ease in communications of project findings, recommendations, or other key elements. Digital platforms can easily be shared and viewed through handheld devices or personal computers. This type of delivery allows the City to be flexible to changes so that key programs can be modified based on current conditions and to easily communicate those changes. Carollo will work closely with City staff to determine the best planning tools for each project.

## Benefit to the City

By providing a common information platform where capital projects and planning assumptions are directly linked to related infrastructure requirements, the CIP Implementation Plan can be updated and re-prioritized as projects are completed and reflect inevitable changes that occur over time.



Digital cloud-based platform, such as an ESRI StoryMap, provide an easy communication platform to reach stakeholder groups.

Link to a StoryMap example that we developed for the City of Reno.

## Key Features of a Digital Master Plan

1. Single location for all project information.
2. Integration with asset database.
3. "Living CIP" and implementation plan.
4. Platform is easily updated and configured for long-term District implementation.




A dynamic CIP dashboard in PowerBI allows exploration of projects by driver and discipline (water resources/source of supply, treatment, and transmission). Our approach enables City staff to economically update this in-house by simply swapping out the underlying Excel table.

**Our approach to successful completion of Task Orders is provided below:**



## Scope of Work

We have reviewed the scope of work provided in the RFP and are highly confident in our ability to perform the services requested. Having delivered similar services to public agency clients throughout Southern California, our team has the right expertise, experience, and local resources to deliver the services outlined by the City.

### A General Scope of Services

All hydraulic modeling services will utilize the City's water, sewer, and recycled models, with main emphasis on water and sewer. The current hydraulic modeling platform for sewer and water models are InfoSewer and InfoWater.

No services will be performed on any specific project until the City has issued a signed Task Order to the consultant for that project. Services will be provided by Carollo on projects as authorized and directed by City under a duly executed and approved Task Order. Our Project Manager will maintain close communication with the City Project Manager or his/her representative. The engineering services requested include, but are not limited to, the tasks outlined below:

### B Review Existing Hydraulic Models and IMP

#### *Review Hydraulic Modeling*

- Utilize hydraulic modeling software currently in use by the City (InfoWater and InfoSewer).
- Evaluate software capabilities with the City. InfoSewer is phased out and no longer supported by Autodesk, after Autodesk's acquisition of Innovyze. InfoWater that is compatible with ArcMap will need to be converted to InfoWater Pro as ArcMap by ESRI will be phased out as well in 2026.
- Provide City with options/knowledge of other available software for sewer system analysis.
- Review existing hydraulic models, scenarios, demands/flows.
- Submit electronic model files.

**Respective Role by City staff:** Since Carollo has developed the models, we don't anticipate any questions regarding model development. However, Carollo anticipates discussing the sewer model with the City Engineering staff and Operations staff to address changes in sewer model software availability in the industry to choose the right model for the City. If questions come up with model operation versus how the system operates, Carollo anticipates conversation with City Operations staff.

#### *Review IMP*

- Review existing IMP to understand land use and population trends, demand and flow projections, peaking factors, pressure zone boundaries/PRVs, and system operations/deficiency/conditions.
- Understand the City's potable water, recycled water, and sewer systems design/evaluation and planning criteria.
- Become familiar with the current CIP.

**Respective Role by City staff:** Given our role in developing the last IMP, we are well-acquainted with its details and do not anticipate any major difficulties in reviewing or interpreting the plan.

### C Prepare Hydraulic Feasibility Studies

#### *Develop Flow-Demand Estimates*

- Develop, update, and analyze land use plans for the subject development.
- Estimate population projections for the subject development.
- Develop demand and flow projections for the subject development.

**Respective Role by City staff:** Carollo anticipates conversations with the City's Planning and Engineering staff to understand the changes imposed by the subject development and City's development plans in the long term that may impact the system in the future. Near-term and long-term flow-demand projections will be estimated when evaluating City's distribution and collection systems to provide option for improvements that will meet future requirements.

#### *Perform Hydraulic Analysis*

- Update and verify hydraulic model scenarios. Review of engineering records and drawings.
- Perform potable water distribution system capacity evaluations under various system conditions such as average day demand, maximum day demand,

peak hour, and fire flow during maximum day demand conditions. Perform potable water storage and pump analysis. Evaluations will test system pressure/velocity requirements and improvements will be recommended to alleviate any system deficiencies.

- Perform sewer collection system capacity evaluations under peak dry weather conditions. The current model does not include wet weather conditions. Evaluations will test system capacity to meet d/D and velocity requirements. Perform lift station capacity evaluation.
- If requested, perform recycled water analysis.
- Submit electronic model files.
- Use GIS to analyze land use, population, sewer shed basin data.
- Present evaluation results by preparing maps in GIS to show results before and after changes in the system. For example, providing system conditions before a development is active and after contributions from the new development. Maps can show deficiencies in the system due to new developments and improvement projects to alleviate the deficiencies.

**Respective Role by City staff:** Carollo anticipates conversations with the City's Engineering and Operations staff to understand/discuss any operational changes and to share evaluation recommendations. It is important to involve the City's Operations staff since they are the ones who have intimate knowledge of the City's systems.

### *Prepare Hydraulic Feasibility Study Report*

- Prepare a Feasibility Study Report documenting the results including any deficiencies and system improvement recommendations.
- Submit Draft Report in PDF to City and assume one round of review by the City.
- Incorporate comments received from the City, prepare a final Feasibility Study Report.
- Submit Final Report in PDF to City.

**Respective Role by City staff:** Carollo anticipates conversations with the City's Engineering staff and any staff that will be involved with reviewing the reports.

## D Perform Other Water Engineering Duties as Requested

### *CIP*

- Conduct studies that evaluate potential alternatives to the CIP.
- Determine financial impacts of the alternatives.
- Provide a recommendation of the preferred alternative.
- Review, develop, and revise elements of the City's IMP.
- Prioritize CIP needs.

### *Planning-Level Studies*

- Regional.
- Special-focus strategic.
- Work/coordinate with external stakeholders.

### *Regulatory Permitting Requirements*

- Review environmental documents.
- Identify regulatory permitting requirements.

### *Facilities Siting Studies*

- Utility research.
- Evaluate right-of-ways, easements, permits, contracts, agreements.
- Identify operational and maintenance issues.
- Identify construction methods/constraints.
- Develop planning level improvement recommendations.
- Develop project cost estimates.
- Develop detailed project schedules.

### *Developer-Driven Recycled Water Funding Program*

- Assess and qualify projected developer-driven recycled water distribution system expansion costs.
- Evaluate existing and necessary policy adjustments for equitable cost share.
- Provide recommendations for adjustments to the funding program.

# Value Added Services

## Carollo provides the following services that may add value for the City.

### Financial Management

**The Financial Management Group helps water and wastewater utilities optimize funding sources** for operations and capital projects. Our financial experts develop rate and fee studies and financial planning analyses that focus on maximizing revenue based on cost causation. Our funding professionals help reduce the burden on ratepayers by identifying federal, state, and local funding programs and assisting with pre- and post-award requirements.

### Asset Management

**The Asset Management Group assists clients** in the capital, operational, and maintenance management of infrastructure assets. Our team provides a wide range of support including asset management program planning and implementation, business process development, condition and risk assessments, and education and training. As part of a comprehensive solution, we assimilate with master planning efforts to include data management and integration, dash-boarding, and use/evaluation of supporting software, such as computerized maintenance management or enterprise asset management systems.

### Condition Assessment

**The Condition Assessment and Pipeline Assessment teams assist clients** by assessing the capital, operational, and maintenance management of infrastructure and facility assets. The Corrosion team focuses on design, testing and inspection, and pursuits related to preservation of infrastructure.

### Water Resources

**The Water Resources practice is organized around technical specialty areas** with dedicated national leads for water supply planning, watershed management and stormwater planning, as well as demand forecasting, water conservation, groundwater modeling, integrated resources modeling, and One Water solutions.

### Infrastructure Design

**The Infrastructure Design group** focuses on delivery of the best pipeline, pump station, and storage reservoir designs.

### Cost Estimating

Carollo uses a highly **qualified team of full-time cost estimators** whose professional experience was gained working for general contractors or specialty subcontractors that focused on the water and wastewater market.

### Digital Water

**Digital water technologies and processes** are transforming all sectors across water and wastewater utilities. Faced with aging infrastructure, budget constraints, retirements, stricter regulations, and a growing amount of data – management, engineering, operations, and maintenance are seeing the need to better manage data and applications. Our Digital Water Group guides utilities through this digital marketplace providing scalable apps and solutions serving small to large utilities.

### Extensive Hydraulic Modeling

**Carollo has used hydraulic models for operational support for tasks** such as criticality analysis, emergency response planning, planned and unplanned shutdowns, water quality evaluation, and energy management.

**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.

13. Consultant shall advise the City in writing as to what, if any, additional reports or data is required in order for Consultant to perform the Services. The City will review and promptly advise Consultant whether or not such additional reports or data will be provided .

14. Consultant has no control over the cost of labor, materials, equipment or services furnished by others, over water quality and/or quantity, or over the way City's facilities and/or associated systems are operated and/or maintained. Hydraulic modeling results, data projections and estimates are Consultant's professional opinion based on Consultant's experience and judgment. Consultant does not guarantee that actual water distribution system operational characteristics will not vary from the hydraulic modeling results, data projections and estimates prepared by Consultant. Consultant is not liable to, and does not indemnify City or any third party relative to inconsistencies between Consultant's hydraulic modeling results, data projections and estimates and actual water distribution system operational characteristics realized by City or any third party in the future, except to the extent that such inconsistencies are determined to be caused by the negligent acts, errors or omissions on the part of Consultant.

15. No person or entity not a signatory to this Agreement shall be entitled to rely on Consultant's performance of its services hereunder, and no right to assert a claim against Consultant by assignment of indemnity rights or otherwise shall accrue to a third party as a result of this Agreement or the performance of Consultant's services hereunder.

**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

## 2025-2026 Rates

| Engineers/Scientists | Hourly Rate |
|---|---|
| Engineering Intern | $145 |
| Staff Professional | $195 |
| Professional | $225 |
| Lead Professional | $275 |
| Senior Professional | $295 |
| Supervising Professional | $325 |
| Principal Professional | $345 |
| **Technicians** | |
| Staff Analyst | $175 |
| Analyst | $220 |
| Senior Analyst | $250 |
| Supervising Analyst | $285 |
| **Support Staff** | |
| Administrative Support | $157 |

| | Hourly Rate |
|---|---|
| **Project Equipment Communication Expenses (PECE) Per DL Hour** | $16.00 |
| **Other Direct Expenses** | |
| Travel and Subsistence | Cost + 10% |
| Mileage at IRS Reimbursement Rate | $0.70 per mile |
| Subconsultant | Cost + 10% |
| Other Direct Cost | Cost + 10% |
| Expert Witness | Hourly Rate x 2.0 |

Carollo affirms that, if any travel costs are charged, all charges invoiced to the City for travel, lodging, and subsistence will not exceed current IRS rates.

This fee schedule is subject to annual revisions due to labor adjustments.

## Typical Hydraulic Evaluation Project for Developer Projects

| Organization Chart Role | Rate Category | Rate | Percent |
|---|---|---|---|
| Principal-In-Charge | Principal Professional | $345 | 2% |
| Technical Advisors | Supervising Professional | $325 | 5% |
| Project Manager | Supervising Professional | $325 | 10% |
| Task Lead | Senior Professional | $295 | 20% |
| Distribution/Collection Modeling | Lead Professional | $275 | 15% |
| Distribution/Collection Modeling | Professional | $225 | 34% |
| Demand/Flow Projections | Lead Professional | $275 | 5% |
| GIS | Analyst | $220 | 1% |
| GIS | Staff Analyst | $175 | 3% |
| Administrative Support | Administrative Support | $157 | 5% |
| | | | 100% |

Note:
The percentages may slightly vary depending on the complexity of the project.
This fee schedule is subject to annual revisions due to labor adjustments after December 31, 2026.

**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

**Refer To Exhibet A**

# Price Proposal

## 2025-2026 Rates

| Engineers/Scientists | Hourly Rate |
|---|---|
| Engineering Intern | $145 |
| Staff Professional | $195 |
| Professional | $225 |
| Lead Professional | $275 |
| Senior Professional | $295 |
| Supervising Professional | $325 |
| Principal Professional | $345 |
| **Technicians** | |
| Staff Analyst | $175 |
| Analyst | $220 |
| Senior Analyst | $250 |
| Supervising Analyst | $285 |
| **Support Staff** | |
| Administrative Support | $157 |

| | Hourly Rate |
|---|---|
| **Project Equipment Communication Expenses (PECE) Per DL Hour** | $16.00 |
| **Other Direct Expenses** | |
| Travel and Subsistence | Cost + 10% |
| Mileage at IRS Reimbursement Rate | $0.70 per mile |
| Subconsultant | Cost + 10% |
| Other Direct Cost | Cost + 10% |
| Expert Witness | Hourly Rate x 2.0 |

Carollo affirms that, if any travel costs are charged, all charges invoiced to the City for travel, lodging, and subsistence will not exceed current IRS rates.

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| Distribution/Collection Modeling | Professional | $225 | 34% |
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| GIS | Staff Analyst | $175 | 3% |
| Administrative Support | Administrative Support | $157 | 5% |
| | | | 100% |

Note:
The percentages may slightly vary depending on the complexity of the project.
This fee schedule is subject to annual revisions due to labor adjustments after December 31, 2026.

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Jim Steffens, Power Resources Manager**<br>**Fred Lyn, Deputy Electric Utility Director** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-02, Approving a Western Systems Power Pool Confirmation Letter Agreement with the City of Vernon for the Purchase of Thirteen Megawatts of Local / Flexible Resource Adequacy Capacity for Calendar Years 2027 through 2029 at a Cost of $8.25 per Kilowatt-month, or $1,287,000 Per Year.** |

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**RECOMMENDATION:**

Approve Resolution 2026-02

**BACKGROUND:**

After the 2000-2001 California energy crisis, the California Independent System Operator ("CAISO") developed market modifications to ensure that all Load Serving Entities ("LSE"), including the City of Banning's Electric Utility ("Utility" or "BEU"), have acquired sufficient energy capacity ("Resource Adequacy" or "RA") to serve their peak demand. The CAISO determined that each LSE must maintain capacity reserves of at least 15% above its projected peak demand and the CAISO implemented policy changes to ensure that these capacity reserves are procured by each LSE and are available to meet the 115% of projected demand. Additionally, the CAISO requires that a specified amount of each LSE's total RA be from local generating resources ("Local RA"), as defined by the CAISO. For BEU, a generating resource must be located in the greater Los Angeles Basin to qualify as Local RA. Lastly, the CAISO requires that a specified amount of each LSE's total RA be fast ramping ("Flexible RA"), as defined by the CAISO. Fast ramping means that the generating facility can be turned on very quickly and can begin producing electricity on very short notice.

In order to meet both of the CAISO's Local RA and Flexible RA requirements, in December of 2020 the Utility entered into a five-year agreement with NRG Power Marketing LLC to purchase thirteen (13) megawatts of RA that qualified as both Local RA and Flexible RA. The cost of this RA was $7.50 per kilowatt-month, and the agreement was effective from January 1, 2022 to December 31, 2026. This five-year agreement turned out to be very fortuitous for the Utility, as the RA markets went through a period of extreme upward volatility from 2022 to 2024.

**JUSTIFICATION:**

Although BEU's current RA agreement doesn't expire until December 31, 2026, the Utility began looking for a successor agreement early because there is a scarcity of generating resources that qualify as both Local RA and Flexible RA.

On September 30, 2025, the Utility sent out a solicitation to over forty (40) participants in the RA markets (a combination of energy companies and utilities who own their own generating resources, as well as RA

brokers) requesting for offers to sell thirteen (13) megawatts of Local RA that also qualified as Flexible RA under a three to five year agreement. The Utility received two offers in response to our solicitation, with the City of Vernon responding with the lowest and most responsible bid of a three-year offer at a price of $8.25 per kilowatt-month.

Given the scarcity of Local RA / Flexible RA and the competitive price offered by the City of Vernon, the Utility desires to move forward with the three-year agreement with the City of Vernon. The $0.75 increase in the price compared to our current five-year deal will slightly increase our capacity expense starting in calendar year 2027. However, the Utility believes that this is a reasonable increase given the inflation rates that have occurred since the current RA agreement was entered into five years ago.

**FISCAL IMPACT:**

The cost of this transaction is $8.25 per kilowatt-month, for an annual cost of $1,287,000 over the three-year contract period. Because the cost of the current five-year agreement is $7.50 per kilowatt-month, or $1,170,000 per year, this new replacement agreement will result in an annual increased cost of $117,000 starting in calendar year 2027.

The purchase of RA is an ongoing operating expense, and funds have been allocated in BEU's Capacity Expenditure Budget line item (Fund 670-7010-473.27-50).

**ALTERNATIVES:**

Do not approve Resolution 2026-02 and provide alternative direction to staff.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

Yes

**ATTACHMENTS:**

1. 2026-02 Resolution Local-Flexible Resource Adequacy.docx
2. Resolution 2026-02 Exhibit A.pdf

**RESOLUTION 2026-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE THREE-YEAR WESTERN SYSTEM POWER POOL CONFIRMATION LETTER AGREEMENT WITH THE CITY OF VERNON FOR THE PURCHASE OF THIRTEEN MEGAWATTS OF LOCAL / FLEXIBLE RESOURCE ADEQUACY CAPACITY FOR CALENDAR YEARS 2027 THROUGH 2029 AT A COST OF $8.25 PER KILOWATT-MONTH, OR $1,287,000 PER YEAR**

**WHEREAS**, the City of Banning owns and operates its own Municipal Electric Utility ("Utility"); and

**WHEREAS**, the Utility is a Load Serving Entity ("LSE") with the California Independent System Operator ("CAISO"); and

**WHEREAS,** the CAISO has implemented Resource Adequacy ("RA") requirements of 115% requiring a minimum of 15% excess capacity reserves for all LSEs; and

**WHEREAS,** the CAISO requires that a specified amount of each participant's total capacity be from local generating resources ("Local RA"), as defined by the CAISO; and

**WHEREAS,** the CAISO requires that a specified amount of each participant's total capacity be fast ramping ("Flexible RA"), as defined by the CAISO; and

**WHEREAS,** the City solicited bids from qualified energy marketers for thirteen MWs of RA that qualifies as both Local RA and Flexible RA capacity for calendar years 2027 through 2029 and received two qualified responses. The City of Vernon had the lowest responsive bid at $8.25 per kilowatt-month, or $1,287,000 annually.

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

SECTION 1. The City Council approves Resolution 2026-02, approving the three-year Western System Power Pool Confirmation Letter Agreement ("WSPP Agreement") in the amount of $8.25 per kilowatt-month, or $1,287,000 per year, with the City of Vernon for the purchase of thirteen megawatts of Local / Flexible resource adequacy capacity for calendar years 2027 through 2029, attached herewith as Exhibit "A".

SECTION 2. The City Council authorizes the Interim City Manager to make non-substantive changes to the WSPP Agreement and to execute the WSPP Agreement with the City of Vernon on behalf of the City Council.

SECTION 3. The City Council authorizes the Interim 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 13th day of January 2026.

Richard Royce, 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 2026-02, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**
WSPP Confirmation Letter Agreement

## WSPP RESOURCE ADEQUACY CONFIRMATION

This confirmation letter ("Confirmation") confirms the Transaction agreed to on 01/13/2026 (the "Confirmation Date"), between City of Vernon ("Vernon" or "Seller") and City of Banning ("Banning" or "Purchaser"), by which Seller agrees to sell and deliver, and Purchaser agrees to purchase and receive, the Product, and is governed by the Western Systems Power Pool Agreement effective as of October 23, 2024 along with any annexes and amendments thereto (collectively, the "WSPP Agreement"). Any conflicts between the WSPP Agreement and the Confirmation shall be resolved in the following order of control: first, the Confirmation; and second, the WSPP Agreement. Capitalized terms not otherwise defined in this Confirmation or the WSPP Agreement are defined in the Tariff.

### ARTICLE 1
### TRANSACTION TERMS

**Purchaser:** City of Banning

**Seller:** City of Vernon

Product, Delivery Period, Contract Quantity, Contract Price and other specifics of the Product are in Appendix B. Appendices A, B and C are incorporated into this Confirmation

### ARTICLE 2
### DELIVERY OBLIGATIONS AND ADJUSTMENTS

**2.1 Sale and Delivery of Product**

(a) For each Showing Month of the Delivery Period, Seller will sell and deliver to Purchaser, and Purchaser will purchase and receive from Seller, the Contract Quantity of the Product from the Shown Unit(s).

(b) Seller will deliver the Contract Quantity by submitting to CAISO in its Supply Plan the Shown Unit and the characteristics of the Shown Unit and Product for Purchaser, as further specified in Appendix B, all in compliance with this Confirmation.

(c) If applicable, Seller will transfer appropriate Import Capability as specified in Appendix B to the Purchaser to correspond with the agreed to Contract Quantity and Delivery Period via the CIRA Tool no later than two Business Days before the Notification Deadline for the Showing Month.

(d) Seller will cause all Supply Plans to meet and be filed in conformance with the requirements of the Tariff. Seller will submit, or cause the Unit's SC to submit, on a timely basis with respect to each applicable Showing Month, Supply Plans in accordance with the Tariff to identify and confirm the Product delivered to Purchaser for each Showing Month of the Delivery Period. The total amount of Product identified and confirmed for each day of such Showing Month will equal

the Contract Quantity, less any excused deductions to the Contract Quantity, in the case of Flexible RA Capacity for excused reductions in Unit EFC.

(e) Seller may sell and deliver from a Shown Unit that meets requirements set forth in Appendix B. Seller will identify the Shown Unit(s) and Contract Quantity by providing Purchaser with the specific Unit information contemplated in Appendix B no later than the Notification Deadline for the relevant Showing Month.

(f) If CAISO rejects either the Supply Plan or the Resource Adequacy Plan with respect to any part of the Contract Quantity for the Shown Unit in any Showing Month, the Parties will confer, make such corrections as are necessary for acceptance, and resubmit the corrected Supply Plan or Resource Adequacy Plan for validation before the applicable deadline for the Showing Month.

(g) The Product is delivered and received when the CIRA Tool shows the Supply Plan accepted for the Product from the Shown Unit by CAISO or Seller complies with Purchaser's instruction to withhold all or part of the Contract Quantity from Seller's Supply Plan for any Showing Month during the Delivery Period. Seller has failed to deliver the Product if (i) Purchaser has elected to submit the Product from the Shown Unit in its Resource Adequacy Plan and such submission is accepted by the CAISO but the Supply Plan and Resource Adequacy Plan are not matched in the CIRA Tool and are rejected by CAISO notwithstanding performance of Section 2.1(f) or (ii) Seller fails to submit the volume of Contract Quantity for any Showing Month in such amount as instructed by Purchaser for the applicable Showing Month. Seller will not have failed to deliver the Contract Quantity if Purchaser fails or chooses not to submit the Shown Unit and the Product in its Resource Adequacy Plan with the CAISO.

(h) Excused Reductions in Unit EFC: Not applicable.

## 2.2 Purchaser's Remedies for Seller's Failure to Deliver Contract Quantity

(a) If Seller fails to deliver any part of the Contract Quantity as required herein for any Showing Month, Seller is liable for damages pursuant to Section 21.3 of the WSPP Agreement, without reference to the word "hourly" therein.

(b) Seller agrees to indemnify, defend and hold harmless Purchaser from any penalties, fines or costs, including Environmental Costs, assessed against Purchaser by the CAISO or other Governmental Body resulting from Seller's failure to deliver the Product. The Parties will use commercially reasonable efforts to minimize such penalties, fines or costs; provided, that in no event will Purchaser be required to use or change its utilization of its owned or controlled assets or market positions to minimize these penalties, fines or costs. If Seller fails to pay the foregoing penalties, fines or costs, or fails to reimburse Purchaser for those penalties, fines or costs, then, without prejudice to its other rights and remedies, Purchaser may setoff and

recoup those penalties, fines or costs against any future amounts it may owe to Seller under this Confirmation or the WSPP Agreement.

## 2.3 Purchaser's Re-Sale of Product

(a) Purchaser may re-sell all or part of the Product; provided that any such re-sale must not increase Seller's obligations hereunder other than as set forth in this Section 2.3(a). For any such a resale, Resource Adequacy Plan of Purchaser as used herein will refer to the Resource Adequacy Plan of Subsequent Purchaser. Seller will, or will cause the Unit's SC, to follow Purchaser's instructions with respect to providing such resold Product to Subsequent Purchasers, to the extent such instructions are consistent with Seller's obligations under this Confirmation. Seller will, and will cause the Unit's SC, to take all commercially reasonable actions and execute all documents or instruments reasonably necessary to allow such Subsequent Purchasers to use such resold Product in a manner consistent with Purchaser's rights under this Confirmation. If Purchaser incurs any liability to a Subsequent Purchaser due to the failure of Seller or the Unit's SC to comply with this Confirmation, Seller will be liable to Purchaser for the same amounts Seller would have owed Purchaser under this Confirmation if Purchaser had not resold the Product.

(b) Purchaser will notify Seller in writing of any resale of Product and the Subsequent Purchaser no later than ten Business Days before the Notification Deadline for the Showing Month.

# ARTICLE 3
# PAYMENTS

## 3.1 Payment

Purchaser must pay for the Product as provided in Article 9 of the WSPP Agreement. Purchaser shall make a Monthly RA Capacity Payment to Seller for each Unit, prior to the applicable Showing Month. Each Unit's Monthly RA Capacity Payment is equal to the sum of the product for each day during such Showing Month of (a) the applicable Contract Price for such day, prorated to reflect the number of days during such Showing Month, (b) the Designated Quantity delivered for such day, and (c) 1,000 kw/MW. The final sum of this Monthly RA Capacity Payment calculation will be rounded to the nearest penny (i.e., two decimal places).

## 3.2 Allocation of Other Payments and Costs

(a) Seller will receive any revenues from, and must pay all costs charged by, CAISO or any other third party with respect to the Unit for (i) start-up, shutdown, and minimum load costs, (ii) capacity for ancillary services, (iii) energy sales, (iv) flexible ramping product, or (v) black start or reactive power services. Purchaser must promptly report receipt of any such revenues to Seller. Purchaser must pay

to Seller any such amounts described in this Section 3.2(a) received by Purchaser or a Subsequent Purchaser. Without prejudice to its other rights and remedies, Seller may setoff and recoup any such amounts that are not paid to it against any amounts owed to Purchaser under the WSPP Agreement.

(b) Purchaser is to receive and retain all revenues associated with the Contract Quantity of Product during the Delivery Period, including any capacity and availability revenues from the Capacity Procurement Mechanism, or its successor, RUC Availability Payments, or its successor, but excluding payments described in Section 3.2(a)(i)-(v) or 3.2(d). Seller must promptly report receipt of any such revenues to Purchaser. Seller must pay to Purchaser any such amounts received by Seller, or a Unit's SC, owner, or operator. Without prejudice to its other rights, Purchaser may set off and recoup any such amounts that are not paid to it against amounts owed to Seller under the WSPP Agreement.

(c) If CAISO designates any part of the Contract Quantity as Capacity Procurement Mechanism Capacity, then Seller will, or will cause the Unit's SC to, within one Business Day of the time Seller receives notification from CAISO, notify Purchaser and not accept any such designation by CAISO unless and until Purchaser has agreed to accept such designation.

(d) Any Availability Incentive Payments or Non-Availability Charges are for Seller to receive and pay.

## ARTICLE 4
## OTHER PURCHASER AND SELLER COVENANTS

### 4.1 CAISO Requirements

Seller must schedule or cause the Unit's SC to schedule or make available to CAISO the Contract Quantity of the Product during the Delivery Period, in compliance with the Tariff, and perform all, or cause the Unit's SC, owner, or operator to perform all, obligations under applicable law and the Tariff relating to the Product. Purchaser is not liable for, and Seller will indemnify and hold Purchaser harmless from, the failure of Seller or the Unit's SC, owner, or operator to comply with the Tariff, and for any penalties, fines or costs imposed on Seller or the Unit's SC, owner, or operator for noncompliance.

### 4.2 Seller's and Purchaser's Duties to Take Actions to Allow Product Utilization

Throughout the Delivery Period, Purchaser and Seller will take all commercially reasonable actions and execute all documents or instruments reasonably necessary to ensure Purchaser's rights to the Contract Quantity for the sole benefit of Purchaser or any Subsequent Purchaser. If necessary, the Parties further agree to negotiate in good faith to amend this Confirmation to conform this Transaction to subsequent clarifications, revisions, or decisions rendered by CAISO or an applicable Governmental Body to maintain the benefits of the Transaction.

## 4.3 Seller's Representations and Warranties

Seller represents and warrants to Purchaser throughout the Delivery Period that:

(a) no part of the Contract Quantity during the Delivery Period has been committed by Seller to any third party to satisfy Compliance Obligations or analogous obligations in any CAISO or non-CAISO markets;

(b) the Unit qualifies under the Tariff for the Product, and the Unit and Seller are capable of delivering the Product;

(c) the aggregation of all amounts of Capacity Attributes that Seller has sold, assigned, or transferred for the Unit during the Delivery Period does not exceed the Unit NQC and, if applicable, the Unit EFC, for that Unit;

# ARTICLE 5
# ADDITIONAL WSPP AGREEMENT AMENDMENTS; GENERAL PROVISIONS

## 5.1 Termination Payment

For this Transaction, the following is inserted as a penultimate paragraph in Section 22.2(b) of the WSPP Agreement:

"If Purchaser is the Non-Defaulting Party and Purchaser reasonably expects to incur or be liable for any penalties, fines or costs from CAISO, or any Governmental Body, because Purchaser or a Subsequent Purchaser is not able to include the applicable Contract Quantity in a Compliance Showing due to Seller's Event of Default, then Purchaser may, in good faith, estimate the amount of those penalties, fines or costs and include the estimate in its determination of the Termination Payment, subject to accounting to Seller when those penalties, fines or costs are finally ascertained. If this accounting establishes that Purchaser's estimate exceeds the actual amount of penalties, fines or costs, Purchaser must promptly remit to Seller the excess amount with interest in accordance with Section 9.3 of the WSPP Agreement. The rights and obligations with respect to determining and paying any Termination Payment, and any dispute resolution provisions with respect thereto, survive the termination of this Transaction and continue until after those penalties, fines or costs are finally ascertained."

## 5.2 Payment Netting.

Section 28.1 of the WSPP Agreement shall be applicable and the Parties shall net monthly payments in accordance with Exhibit A of the WSPP.

## 5.3 Confidentiality

Notwithstanding Section 30.1 of the WSPP Agreement, (i) Purchaser may disclose information in order to support its Compliance Showings or otherwise show it has met its Compliance Obligations; (ii) Seller may disclose to a Unit's SC or as necessary for Supply Plans; and (iii) Purchaser may disclose information to any Subsequent Purchaser. Each Party recognizes that this Confirmation is subject to the requirements of the California Public Records Act (Government Code Section 6250 et seq.). In order to designate information as confidential, the disclosing party must clearly stamp and identify the specific portion of the material designated with the word "Confidential." The Parties agree not to over-designate material as confidential. Over-designation would include stamping whole agreements, entire pages or series of pages as Confidential that clearly contain information that is not confidential.

Upon request or demand of any third person or entity not a Party hereto to City of Vernon pursuant to the California Public Records Act for production, inspection and/or copying of Confidential Information ("Requested Confidential Information"), City of Vernon will as soon as practical notify Purchaser in writing via email that such request has been made. Purchaser will be solely responsible for taking at its sole expense whatever legal steps are necessary to prevent release of the Requested Confidential Information to the third party by City of Vernon. If Purchaser takes no such action after receiving the foregoing notice from City of Vernon, City of Vernon shall, at its discretion, be permitted to comply with the third party's request or demand and is not required to defend against it. If Purchaser does take or attempt to take such action, City of Vernon shall provide timely and reasonable cooperation to Purchaser, if requested by Purchaser, and Purchaser agrees to indemnify and hold harmless City of Vernon, its officers, employees and agents ("City of Vernon Indemnified Parties"), from any claims, liability, award of attorneys' fees, or damages, and to defend any action, claim or lawsuit brought against any of City of Vernon Indemnified Parties for City of Vernon's refusal to disclose any Requested Confidential Information.

## 5.4 Dodd-Frank Act

The Parties intend this Transaction to be a "customary commercial arrangement" as described in Section II.A.1 of Commodity Futures Trading Commission, *Proposed Guidance, Certain Natural Gas and Electric Power Contracts*, 81 Fed. Reg. 20583 at 20586 (Apr. 8, 2016) and a "Forward Capacity Transaction" within the meaning of Commodity Futures Trading Commission, *Final Order in Response to a Petition From Certain Independent System Operators and Regional Transmission Organizations To Exempt Specified Transactions Authorized by a Tariff or Protocol Approved by the Federal Energy Regulatory Commission*, 78 Fed. Reg. 19,880 (Apr. 2, 2013).

## 5.5 Governing Law

Notwithstanding any other provision of the WSPP Agreement, this Confirmation and the rights and duties of the Parties hereunder shall be governed by and construed, enforced and

performed in accordance with the laws of the State of California, without regard to principles of conflicts of law.

**5.5 Credit Requirements**

Notwithstanding any provision in the WSPP Agreement to the contrary, including Section 27, neither Party shall be required to post collateral or other security for this Transaction.

**5.6 Counterparts**

This Confirmation may be signed in any number of counterparts with the same effect as if the signatures to the counterparts were upon a single instrument. The Parties may rely on electronic, facsimile or scanned signatures as originals under this Confirmation. Delivery of an executed signature page of this Confirmation by facsimile or electronic mail transmission (including PDF) shall be the same as delivery of a manually executed signature page.

**5.7 Entire Agreement; No Oral Agreements or Modifications**

This Confirmation sets forth the terms of the Transaction into which the Parties have entered and shall constitute the entire agreement between the Parties relating to the contemplated purchase and sale of the Product. Notwithstanding any other provision of the Agreement, this Transaction may be confirmed only through a Documentary Writing executed by both Parties, and no amendment or modification to this Transaction shall be enforceable except through a Documentary Writing executed by both Parties.

**AGREED AS OF THE EFFECTIVE DATE:**

| | |
|---|---|
| **01/13/2026** | **01/13/2026** |
| **CITY OF VERNON** | **CITY OF BANNING** |
| By:_____ | By:_____ |
| Name: Todd Dusenberry | Name: Art Vela |
| Title: VPU General Manager | Title: Interim City Manager |

**APPENDIX A**
**DEFINED TERMS**

"CAISO" means the California ISO.

"Capacity Attributes" means attributes of the Unit that may be counted toward Compliance Obligations, including: flexibility, dispatchability, physical location or point of electrical interconnection of the Unit; Unit ability to generate at a given capacity level, provide ancillary services, or ramp up or down at a given rate; any current or future defined characteristics, certificates, tags, credits, or accounting constructs of the Unit, howsoever entitled, identified from time to time by the CAISO or a Governmental Body having jurisdiction over Compliance Obligations.

"CIRA Tool" means the CAISO Customer Interface for Resource Adequacy.

"Compliance Obligations" means, as applicable, RAR, Local RAR and FCR.

"Compliance Showings" means the applicable LSE's compliance with the resource adequacy requirements of the CAISO pursuant to the Tariff for an applicable Showing Month.

"Environmental Costs" means (i) costs incurred in connection with acquiring and maintaining all environmental permits and licenses for the Product, (ii) the Product's compliance with all applicable environmental laws, rules, and regulations, including capital costs for pollution mitigation or installation of emissions control equipment required to permit or license the Product, (iii) all operating and maintenance costs for operation of pollution mitigation or control equipment, (iv) costs of permit maintenance fees and emission fees as applicable, (v) the costs of all emission reductions that have been authorized by a local air pollution control district or emissions trading credits or units pursuant to the California Health & Safety Code, market based incentive programs such as the South Coast Air Quality Management District's Regional Clean Air Incentives Market, authorizations to emit sulfur dioxide and oxides of nitrogen by the Environmental Protection Agency, and any costs related to greenhouse gas emissions required by any applicable environmental laws, rules, regulations, or permits to operate, and (vi) costs associated with the disposal, clean-up, decontamination or remediation, on or off site, of hazardous substances.

"FCR" means the Flexible Capacity requirements established for LSEs by the CAISO pursuant to the Tariff, or other Governmental Body having jurisdiction over Compliance Obligations and includes any non-binding advisory showing which an LSE is required to make with respect to flexible capacity.

"FCR Attributes" means, with respect to a Unit, any and all resource adequacy attributes of the Unit, as may be identified from time to time by the CAISO or other Governmental Body having jurisdiction over Compliance Obligations, that can be counted toward an LSE's FCR.

"Governmental Body" means any federal, state, local, municipal or other government; any governmental, regulatory or administrative agency, commission or other authority lawfully

exercising or entitled to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority or power; and any court or governmental tribunal.

"Local RAR" means the local resource adequacy requirements established for LSEs by CAISO pursuant to the Tariff, or by any other Governmental Body having jurisdiction over Compliance Obligations.

"LSE" means "Load Serving Entity" as such term is used in Section 40.9 of the Tariff.

"Import Capability" specifies the amount of resource adequacy capacity, measured in MW, that Load-Serving Entities collectively can procure from imports at that Intertie to meet their resource adequacy requirements.

"MW" means megawatt.

"Notification Deadline" is twenty (20) Business Days before the relevant deadlines for the corresponding Compliance Showings applicable to the relevant Showing Month.

"Product" means RAR, Local RAR and FCR, for the Delivery Period, Unit, Contract Quantity, Contract Price and other specifications contained in Appendix B.

"Prorated Percentage of Unit Factor" means the percentage, as specified in Appendix B, of the Unit NQC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"Prorated Percentage of Unit Flexible Factor" means the percentage, as specified in Appendix B, of the Unit EFC as of the Effective Date that is dedicated to Purchaser under this Transaction.

"RAR" means the resource adequacy requirements established for LSEs by CAISO pursuant to the Tariff or by any other Governmental Body having jurisdiction over Compliance Obligations.

"SC" means Scheduling Coordinator as defined in the Tariff.

"Showing Month" means the calendar month of the Delivery Period that is the subject of the related Compliance Showing.

"Shown Unit" means a Unit specified by Seller in a Supply Plan, but not necessarily identified by Seller to Purchaser on the Effective Date.

"Subsequent Purchaser" means the purchaser of Product from Purchaser in a re-sale of Product by Purchaser.

"Tariff" means the CAISO Tariff, including any current CAISO-published "Operating Procedures" and "Business Practice Manuals," in each case as amended or supplemented from time to time.

"Uncontrollable Forces" shall have the meaning set forth in the WSPP Agreement, except that notwithstanding Section 10 of the WSPP Agreement, a Party's failure to perform shall not be excused as an Uncontrollable Force due to "drought" or a "failure to obtain the necessary authorizations and approvals from, any governmental agency or authority."

"Unit" means the generation unit described in Appendix B and any Shown Unit. A Unit may not be a nuclear or coal-fired generating facility.

"Unit EFC" means Unit Effective Capacity and is the lesser of that of the Unit as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

"Unit NQC" means Unit Net Qualifying Capacity and is the lesser of that of the Unit as set by CAISO as of the Effective Date and that of the Unit on a subsequent date of determination.

**APPENDIX B**
**PRODUCT AND UNIT INFORMATION**

**Product:**
☒ RAR ☒ Local RAR ☒ Flexible Capacity

Additional Product Information (fill in all that apply):
CAISO Zone: South
CAISO Local Area (if applicable): LA Basin
Flexible Capacity Category (if applicable): 1

**Delivery period: January 01, 2027 through December 31, 2029**

**Contract Quantity and Contract Price:**
**RAR, FCR and Local RAR, as applicable**

| Showing Month | Contract Quantity (MW) | FCR Attributes (MWs) | Local RAR Attributes (MWs) | Contract Price ($/kW-mo) |
|---|---|---|---|---|
| JANUARY | 13 | 13 | 13 | $8.25 |
| FEBRUARY | 13 | 13 | 13 | $8.25 |
| MARCH | 13 | 13 | 13 | $8.25 |
| APRIL | 13 | 13 | 13 | $8.25 |
| MAY | 13 | 13 | 13 | $8.25 |
| JUNE | 13 | 13 | 13 | $8.25 |
| JULY | 13 | 13 | 13 | $8.25 |
| AUGUST | 13 | 13 | 13 | $8.25 |
| SEPTEMBER | 13 | 13 | 13 | $8.25 |
| OCTOBER | 13 | 13 | 13 | $8.25 |
| NOVEMBER | 13 | 13 | 13 | $8.25 |
| DECEMBER | 13 | 13 | 13 | $8.25 |

**Unit 1**

| Unit Specific Information | |
|---|---|
| Resource Name | Malburg Generating Station |
| Physical Location | Vernon, CA |
| CAISO Resource ID | VERNON_6_MALBRG |
| SCID of Resource | VERN |
| Unit NQC: | 139 |
| Unit EFC: | 105 |
| Resource Type (e.g., gas, hydro, solar, etc.) | Natural Gas |
| Resource Category (1, 2, 3 or 4) | 4 |
| Resource Flex Category (1,2, or 3) | 1 |
| Path 26 (North or South) | South |
| Local Capacity Area | LA Basin |

**APPENDIX C**
**NOTICE INFORMATION**

| Purchaser: City of Banning | Seller: City of Vernon |
|---|---|
| **All notice information for Purchaser will be as set forth on the Cover Sheet to the Master Agreement unless otherwise set forth below.** | **All notice information for Seller will be as set forth on the Cover Sheet to the Master Agreement unless otherwise set forth below.** |
| **All Notices:**<br><br>Attn: Fred Lyn<br>Phone: 951-922-3265<br>Facsimile:<br>Duns: 099169823<br>Federal Tax ID Number: 95-6000674 | **All Notices:**<br><br>Attn: Shawn Sharif<br>Phone: 323-826-3625<br>Facsimile: 323-826-3629<br>Duns: 060883022<br>Federal Tax ID Number: 95-6000808 |
| **Invoices:**<br>Attn: Anna Hauldren, Riverside Public Utilities<br>Phone: 951-826-8506<br>Email: settlements@riversideca.gov | **Invoices:**<br>Attn: Settelments<br>Phone: 323-583-8811 Ext 275 or 227<br>Email: settelments@cityofvernonca.gov |
| **Scheduling:**<br>Attn: Scheduling<br>Phone: 951-922-3265<br>Facsimile:<br>E-Mail: flyn@bannginca.gov | **Scheduling:**<br>Attn: Shawn Sharif<br>Phone: 323-826-3625<br>Facsimile:323-826-3629<br>Email: ssharif@cityofvernonca.gov |
| **Wire Transfer:**<br>Bank Name:<br>Bank ABA:<br>Account Name:<br>Account Number: | **Wire Transfer:**<br>Bank Name: East West Bank<br>Bank ABA: 322070381<br>Account name: Gas & Electric Account<br>Account Number: 80362791 |
| **Credit and Collections:**<br>Attn: Fred Lyn<br>Phone: 951-922-3265<br>Facsimile:<br>E-Mail: flyn@banningca.gov | **Credit and Collections:**<br>Attn: Richard Corbi<br>Phone: 323-583-8811 Ext 390<br>Facsimile: 323-826-3629<br>Email: rcorbi@cityofvernonca.gov |
| **Defaults:**<br>Attn:<br><br>Additional notices of an Event of Default to: | **Defaults:**<br>Attn:<br><br>Additional notices of an Event of Default to: |

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Nate Smith, Deputy Director of Public Works/City Engineer** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consider Resolution 2026-05 to Quitclaim City Property to the Riverside County Flood Control and Water Conservation District and to accept property to be Quitclaimed by the Riverside County Flood Control and Water Conservation District along Pershing Channel (Highland Home Road) in the vicinity of Wilson Street** |

---

**RECOMMENDATION:**

Adopt Resolution 2026-05

**BACKGROUND:**

Recent development of the Atwell project has brought to light property and maintenance items that require some administrative cleanup. The actions tonight deal with transference of real property and maintenance and access rights between the City of Banning and the Riverside County Flood Control and Water Conservation District ("District"). The items are described in more detail below.

**Tract 23446 Lot M**

Final Map 23446 was recorded on May 6th, 1993 with a dedication of Lot M for Flood Control Channel Purposes to the City of Banning. This improvement was constructed to District standards as the West Pershing Channel, Line K, Stage 2 and has been maintained by the District since its acceptance January 31, 2003. It is standard practice that the District would be the fee owner of the parcel of land that the flood control channels is within that the District maintains.
The action requested tonight would transfer Lot M from the City of Banning to the District via a Quitclaim Deed. The document does include a reservation of an easement on the property to the City of Banning for access and maintenance of City easements and facilities separate from the mainline Pershing Channel.

**Various Flood Control Parcels**

The District maintained West Pershing Channel as a concrete trapezoidal channel north of Wilson Street along a partially improved Highland Home Road in parcels of land that are owned in fee by the District. During the course of development of the Atwell Specific Plan, the previous trapezoidal channel was replaced with underground facilities including reinforced concrete pipe and reinforced concrete box. This Replacement facility was completed and accepted for operation and maintenance by the District on September 6, 2024. Per the terms of the Cooperative agreement between the City, District and the Tripoint Homes, the district will Quit Claim fee title to the City of Banning for Highland Home Road.

There are various parcels considered in this action, as shown in Attachment 6. The District is reserving a

non-exclusive easement within the right of way to be able to access and maintain their underground facilities, with clarification that the District will minimize their impact to the roadway, and to restore the roadway back to the same condition that existed prior to construction.

To complete this item, the County Board of Supervisors will agree to the quitclaim through their independent action. Resolution 2026-05 will authorize City staff to accept the property once action is completed by the County Board or Supervisors.

**JUSTIFICATION:**

These actions clean up land, easement, and maintenance rights between the City and the District, and follow general practices on facilities owned and operated by the District.

**FISCAL IMPACT:**

None

**ALTERNATIVES:**

Do not approve the resolution, and provide additional direction to staff

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Reso 2026-05 - Pershing Channel Quitclaims.docx
2. Reso 2026-05 Exhibit A - Legal Desc. Lot M.pdf
3. Reso 2026-05 Exhibit B - City QC of Lot M.pdf
4. Reso 2026-05 Exhibit C - mb244_072-076.pdf
5. W. Pershing Stage 2 District Acceptance.pdf
6. RS052_065-067.pdf
7. RCFC Parcel No. 5150-1A Legal Description.pdf
8. RCFC Parcel No.5150-1B Legal Description.pdf
9. RCFC Parcel 5150-2 thru 5150-5C Legal Description.pdf
10. Coop for TR 37388 & 37389-1 (245031).pdf
11. District QC for HHR.pdf

**RESOLUTION 2026-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING TO QUITCLAIM CITY PROPERTY TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT AND TO ACCEPT PROPERTY TO BE QUITCLAIMED BY THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ALONG PERSHING CHANNEL (HIGHLAND HOME ROAD) IN THE VICINITY OF WILSON STREET**

**WHEREAS**, The City of Banning owns real property dedicated on Final Map 23446 recorded on May 6, 1993 as Lot M that was developed for flood control channel purposes, an accepted by the Riverside County Flood Control and Water Conservation District ("District") for maintenance on January 31, 2003; and

**WHEREAS**, the District's standard practice is to have fee title ownership to open channels it maintains; and

**WHEREAS,** the Quitclaim Deed prepared would transfer fee title ownership to the District, while reserving easement rights to the City of Banning for access main maintenance of City easements and facilities separate from the open channel; and

**WHEREAS,** The District possesses fee title ownership of several parcels of land within the City of Banning street rights of way of Wilson Street and Highland Home Ave for a previous open flood control channel that have been replaced with reinforced concrete box and pipe; and

**WHEREAS,** the District wishes to transfer fee ownership of District Parcels 5150-1A, 5051-1B, 5150-2, 5150-3B, 5150-3C, 5150-4A, 5150-4B, 5150-4C, 5150-5A, 5150-5B, and 5150-5C back to the City of Banning, while reserving a non-exclusive easement to maintain said facilities and return the roadway to the same condition after maintenance activities as it was prior; and

**WHEREAS,** the Riverside County Board of Supervisors is required to take the first action on the quitclaim of property to the City of Banning, that the City will sign a Certificate of Acceptance after action by the Board of Supervisors is completed.

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

SECTION 1. The City Council authorizes the mayor to sign the quitclaim of Lot M of Final Map 23446 to the Riverside County Flood Control and Water Conservation District

SECTION 2. The City Council authorizes the City Clerk to sign a Certificate of Acceptance for parcels 5150-1A, 5051-1B, 5150-2, 5150-3B, 5150-3C, 5150-4A, 5150-4B, 5150-4C, 5150-5A, 5150-5B, and 5150-5C after the Riverside County Board of Supervisors authorizes the quitclaim of the parcels.

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 13th day of January, 2026.

Richard Royce, 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 2026-05, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**
Legal Description of Final Map 23446 Lot M

**EXHIBIT B**
Quitclaim Deed of Final Map 23446 Lot M

**EXHIBIT C**
Final Map 23446 (MB244/72-76)

# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

## LEGAL DESCRIPTION

### WEST PERSHING CHANNEL BANNING MDP LINE K STAGE II

RCFC Parcel 5150-502

APN: 537-253-019 and 537-261-023

In City of Banning, County of Riverside, State of California, Lot M, Tract No. 23446, filed in Map Book 224, Pages 72 through 76, inclusive, records of said County.

Containing 79,355.720 square feet / 1.821 acres, more or less.

Prepared under my supervision.




Dennis Odenbaugh 9-4-2025

DENNIS ODENBAUGH DATE

**Recording Requested by:**
City of Banning
P.O. Box 998
Banning, CA 92220

Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, CA 92501

**NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE**

SPACE ABOVE THIS LINE FOR RECORDERS USE

APN: 537-253-019 & 537-261-023
RCFC Parcel No. 5150-502
West Pershing Channel, Line K, Stage 2

DOCUMENTARY TRANSFER TAX $ -0-.
THE CONVEYANCE IS TO A GOVERNMENTAL ENTITY OR POLITIAL SUBDIVISION
R&T CODE 11922

# QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, ***THE CITY OF BANNING,* a public body corporate and politic** ("Grantor"), does hereby remise, release and forever quitclaim to ***Riverside County Flood Control and Water Conservation District, a body corporate and politic*** ("Grantee"), the real property located in the City of Banning, County of Riverside, State of California, and described in Exhibit A, reserving an easement for maintenance access to the City of Banning, blanket in nature, across the real property described in Exhibit A.

Dated: _____

Richard Royce, Mayor
City of Banning

Sandra Calderon, Acting Deputy City Clerk
City of Banning

**APPROVED AS TO FORM:**

John Pinkney, City Attorney

State of California
County of Riverside }

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

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

WITNESS my hand and official seal.

_____

Signature (Seal)

State of California
County of Riverside }

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

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

WITNESS my hand and official seal.

_____

Signature (Seal)

**CERTIFICATE OF ACCEPTANCE**

This is to certify that the interest in real property conveyed by Quitclaim Deed dated _____ from the CITY OF BANNING ("Grantor") to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ("Grantee") is hereby accepted by the undersigned officer on behalf of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District pursuant to authority conferred by Resolution No. 474 of the Board of Supervisors of said District adopted on May 12, 1961, and the Grantee consents to the recordation thereof by its duly authorized officer.

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

Date:_____

By: _____
JASON E. UHLEY
General Manager-Chief Engineer

Project: West Pershing Channel, Line K, Stage 2
Project No. 5-0-00150
APN 537-253-019 & 537-261-023
RCFC Parcel No. 5150-502

Copy

244/72

SHEET 1 OF 5 SHEETS

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT No. 23446

BEING A SUBDIVISION OF A PORTION OF BLOCKS 2 AND 3 OF THE GINZEL-MONTGOMERY TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 64, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA

**INTEGRA ENGINEERING, INC.** LAND SURVEYORS•CIVIL ENGINEERS

MAY 1989

| | |
|---|---|
| TOTAL NUMBER OF NUMBERED LOTS | 138 |
| TOTAL NUMBER OF LETTERED LOTS | 13 |
| ACREAGE IN NUMBERED LOTS | 28.15 |
| ACREAGE IN LETTERED LOTS | 12.32 |
| ACREAGE IN FLOOD CONTROL CHANNEL | 1.80 |
| TOTAL ACREAGE | 42.27 |

## RECORDER'S STATEMENT

FILED THIS 6th DAY OF MAY 1993
AT 12:00 P.M. IN BOOK 244 OF MAPS, AT PAGES 72-76
AT THE REQUEST OF THE CITY ENGINEER.
NUMBER 170192
FEE $14.00
WILLIAM E. CONERLY, COUNTY RECORDER
BY: Loretta Regan, DEPUTY
SUBDIVISION GUARANTEE:
FIRST AMERICAN TITLE INSURANCE COMPANY

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE CONSENT TO THE PREPARATION AND RECORDATION OF THIS FINAL MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE; AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND. WE HEREBY DEDICATE TO PUBLIC USE FOR STREET, LANDSCAPE MAINTENANCE AND PUBLIC UTILITY PURPOSES, LOTS "A" AND "B", AND FOR STREET AND PUBLIC UTILITY PURPOSES, LOTS "C" THROUGH "L" INCLUSIVE, AND THE PUBLIC UTILITY EASEMENTS SHOWN AS "P.U.E." WE HEREBY DEDICATE TO THE CITY OF BANNING, EASEMENTS FOR DRAINAGE, SEWER AND FLOOD CONTROL PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE. WE ALSO HEREBY DEDICATE TO THE CITY OF BANNING, IN FEE TITLE, LOT "M" FOR FLOOD CONTROL CHANNEL PURPOSES.

**LIBERTY ACRES LIMITED,** A CALIFORNIA LIMITED PARTNERSHIP.

GEORGE D. VOIGT — DAVID A. VOIGT
GENERAL PARTNERS OF LIBERTY ACRES LIMITED.

**FIRST AMERICAN TITLE COMPANY,** A CALIFORNIA CORPORATION.
TRUSTEE UNDER DEED OF TRUST RECORDED MARCH 30, 1993 AS INSTRUMENT NO. 116385, OFFICIAL RECORDS OF RIVERSIDE COUNTY.

John M. Glance, Asst. Vice Pres. — Jeff Dahlen, Asst. Sec.

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
COUNTY OF Riverside )

ON 4-26-93 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED John M. Glance and JEFF DAHLEN

☒ PERSONALLY KNOWN TO ME - OR - ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS / HER / THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES 6-23-95

Leslie D. Duckett
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

## NOTARY ACKNOWLEDGEMENT

STATE OF CALIFORNIA )
COUNTY OF San Bernardino )

ON 4-26-93 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED DAVID A. VOIGT and GEORGE D. VOIGT

☒ PERSONALLY KNOWN TO ME - OR - ☐ PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE, TO BE THE PERSON(S) WHOSE NAME(S) IS / ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE / SHE / THEY EXECUTED THE SAME IN HIS / HER / THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS / HER / THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL. MY COMMISSION EXPIRES 3-7-97

John M. Lee
NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE

## DEPUTY LAND SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP: THAT THE SUBDIVISION AS SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF TRACT NO. 23446, WHICH WAS APPROVED BY THE BANNING CITY PLANNING COMMISSION ON APRIL 4, 1988 AND ANY APPROVED ALTERATIONS THEREOF: THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF THE CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH: THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT:

DATE: APRIL 29, 1993

Eric Nelson

ERIC NELSON, DEPUTY LAND SURVEYOR
P.L.S. 5563 EXP. DATE 9/30/93
CITY OF BANNING

PROFESSIONAL LAND SURVEYOR — ERIC A. NELSON — No. 5563 — Exp. 9-30-93 — STATE OF CALIFORNIA

## CITY TREASURER'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE AS OF THIS DATE, THE PROPERTY SHOWN ON THIS MAP IS NOT SUBJECT TO ANY SPECIAL ASSESSMENTS, BONDS AND/OR LIENS WHICH HAVE NOT BEEN PAID IN FULL. THIS CERTIFICATE DOES NOT INCLUDE ANY SPECIAL ASSESSMENTS THE BONDS OF WHICH HAVE NOT BECOME A LIEN AGAINST SAID PROPERTY.

DATE: 5/6, 1993 BY: K. Farrat Forth

## PLANNING COMMISSION STATEMENT

THE TENTATIVE MAP WAS APPROVED BY THE PLANNING COMMISSION ON APRIL 4, 1988.

DATE: MAY 3, 1993 BY: [signature]
SECRETARY, PLANNING COMMISSION

## CITY ACCEPTANCE CERTIFICATE

I, LUCILLE ELIZONDO, CITY CLERK AND EX-OFFICIO CLERK OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, DO HEREBY CERTIFY THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 13TH DAY OF APRIL 1993, DULY APPROVED THE WITHIN SUBDIVISION AND ACCEPTED, SUBJECT TO IMPROVEMENT ON BEHALF OF THE PUBLIC:

1. LOTS "A" AND "B" FOR STREET, LANDSCAPE MAINTENANCE AND PUBLIC UTILITY PURPOSES.
2. LOTS "C" THROUGH "L", INCLUSIVE, FOR STREET AND PUBLIC UTILITY PURPOSES.
3. THE PUBLIC UTILITY EASEMENTS SHOWN AS "P.U.E.".
4. THE EASEMENTS FOR DRAINAGE, SEWER AND FLOOD CONTROL PURPOSES AS SHOWN. ALSO, WE ACCEPT THE RIGHT OF INGRESS AND EGRESS.
5. WE HEREBY ACCEPT LOT "M" IN FEE TITLE AS DEDICATED.

DATED: May 3, 1993

Lucille M. Elizondo
CITY CLERK, CITY OF BANNING

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $ 6,000.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATED: May 6, 1993
GERALD A MALONEY
CLERK OF THE BOARD OF SUPERVISORS

BY: _____ DEPUTY

CASH TAX BOND
R. WAYNE WATTS
COUNTY TAX COLLECTOR

BY: Grace Prestos DEPUTY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $ 6,000.00

DATED: 5-6, 1993

R. WAYNE WATTS
COUNTY TAX COLLECTOR

BY: Debi Taylor DEPUTY

## SIGNATURE OMISSION

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

1. SOUTHERN PACIFIC RAILROAD COMPANY AS TO RESERVATIONS AND CONDITIONS IN DEED RECORDED IN BOOK 51, PAGE 108 OF DEEDS, OFFICIAL RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA.
2. AMERICAN EUCALYPTUS COMPANY, OWNER OF AN EASEMENT FOR PIPELINES, PER INSTRUMENT RECORDED JUNE 24, 1914 IN BOOK 360, PAGE 345 OF DEEDS, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA. SAID EASEMENT CANNOT BE LOCATED FROM THE RECORDS.

## NOTES

"DRAINAGE EASEMENTS SHALL BE KEPT FREE OF BUILDINGS AND OBSTRUCTIONS."

## SURVEYOR'S STATEMENT

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF FOUR (4) SHEETS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION DURING JANUARY OF 1989; THAT ALL MONUMENTS SHOWN HEREON ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP. THE MONUMENTS WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: FEB 1 1993

John R Dawson
L.S. NO. 3547

LICENSED LAND SURVEYOR — JOHN R. DAWSON — No. 3547 — Exp. 6-30-96 — STATE OF CALIFORNIA

MB 244/72

Copy

244/73

SHEET 2 OF 5 SHEETS

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 23446

**BEING A SUBDIVISION OF A PORTION OF BLOCKS 2 AND 3 OF THE GINZEL-MONTGOMERY TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 64, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA**

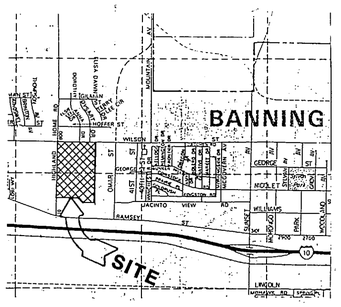
INTEGRA ENGINEERING, INC. **MAY, 1989**

200' 0' 200' 400' 600'

GRAPHIC SCALE: 1"=200'

SURVEYOR'S NOTES:

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THAT PORTION OF THE EAST LINE OF RECORD OF SURVEY, PER R.S. 58/6, RECORDS OF RIVERSIDE COUNTY, LYING BETWEEN THE SOUTH LINE AND THE NORTH LINE OF BLOCK 3 OF THE GINZEL-MONTGOMERY TRACT PER M.B. 8/64, RECORDS OF RIVERSIDE COUNTY, AS SHOWN ON SAID RECORD OF SURVEY, BEING N 00 54'50"W.
2. ● INDICATES FOUND MONUMENTS AS NOTED.
3. O INDICATES SET 2" X 24" IRON PIPE TAGGED L.S. 3547, FLUSH, UNLESS OTHERWISE NOTED.
4. ( ) INDICATES RECORD DATA PER R.S. 58/6.
5. 1-1/4" X 18" IRON PIPE TAGGED L.S. 3547 SET AT ALL LOT CORNERS, UNLESS OTHERWISE NOTED.
6. THIS TRACT CONTAINS 42.27 GROSS ACRES WITHIN THE DISTINCTIVE BOUNDARY, CONSISTING OF LOTS 1 THRU 138, INCLUSIVE, AND LOTS "A" THRU "M", INCLUSIVE.
7. SET NAIL AND TAG MARKED L.S. 3547 ON TOP OF CURB AT THE PROLONGATION OF ALL SIDE PROPERTY LINES.




VICINITY MAP

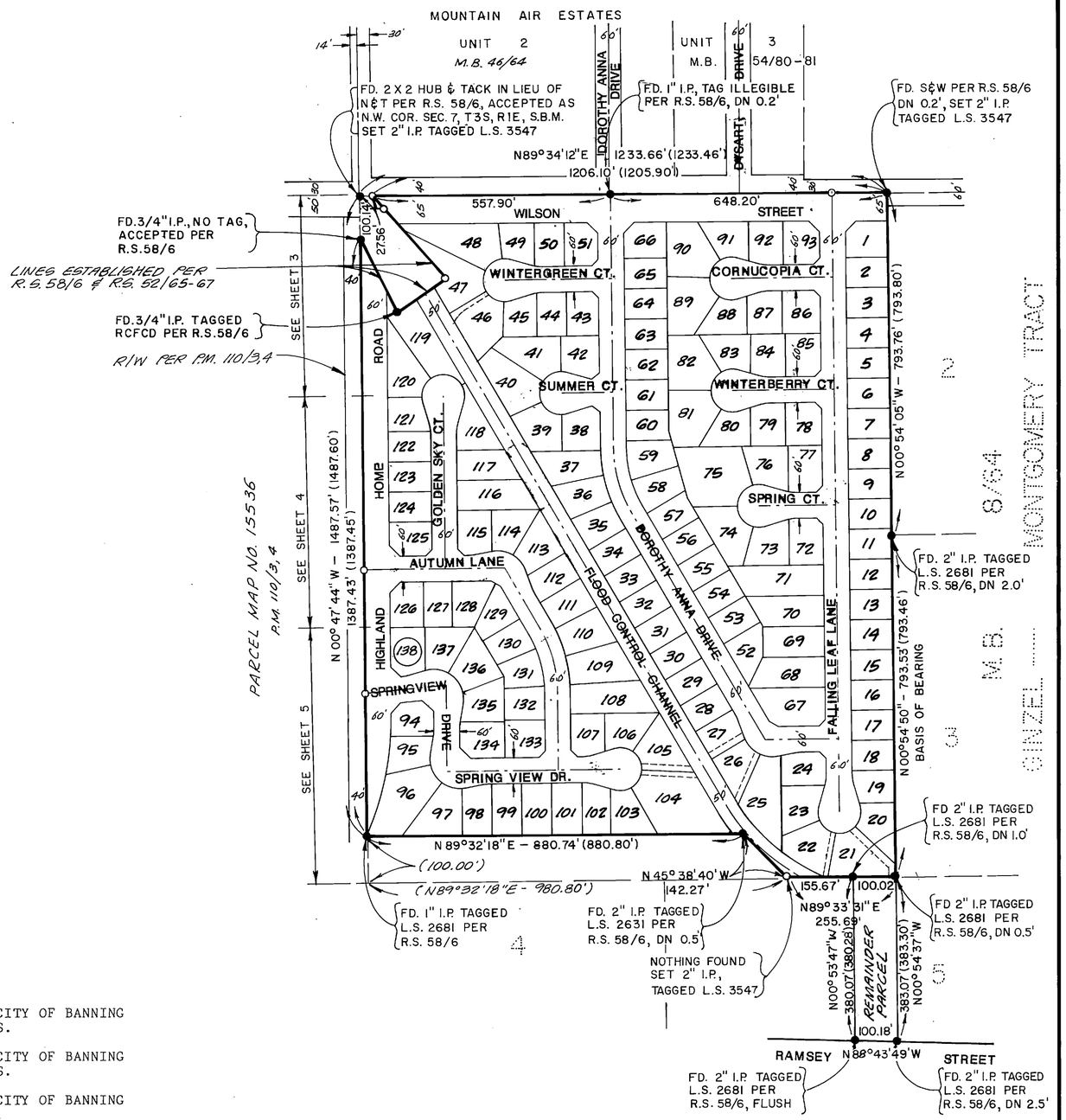
NO SCALE

LEGEND

(1) INDICATES EASEMENT TO THE CITY OF BANNING FOR STORM DRAINAGE PURPOSES.

(2) INDICATES EASEMENT TO THE CITY OF BANNING FOR SANITARY SEWER PURPOSES.

(3) INDICATES EASEMENT TO THE CITY OF BANNING FOR FLOOD CONTROL PURPOSES.




BOUNDARY AND INDEX MAP

SCALE AS NOTED

MB 244/73 261

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 23446

**BEING A SUBDIVISION OF A PORTION OF BLOCKS 2 AND 3 OF THE GINZEL-MONTGOMERY TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 64, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA**

INTEGRA ENGINEERING, INC. MAY, 1989

GRAPHIC SCALE: 1"=60'

CURVE DATA

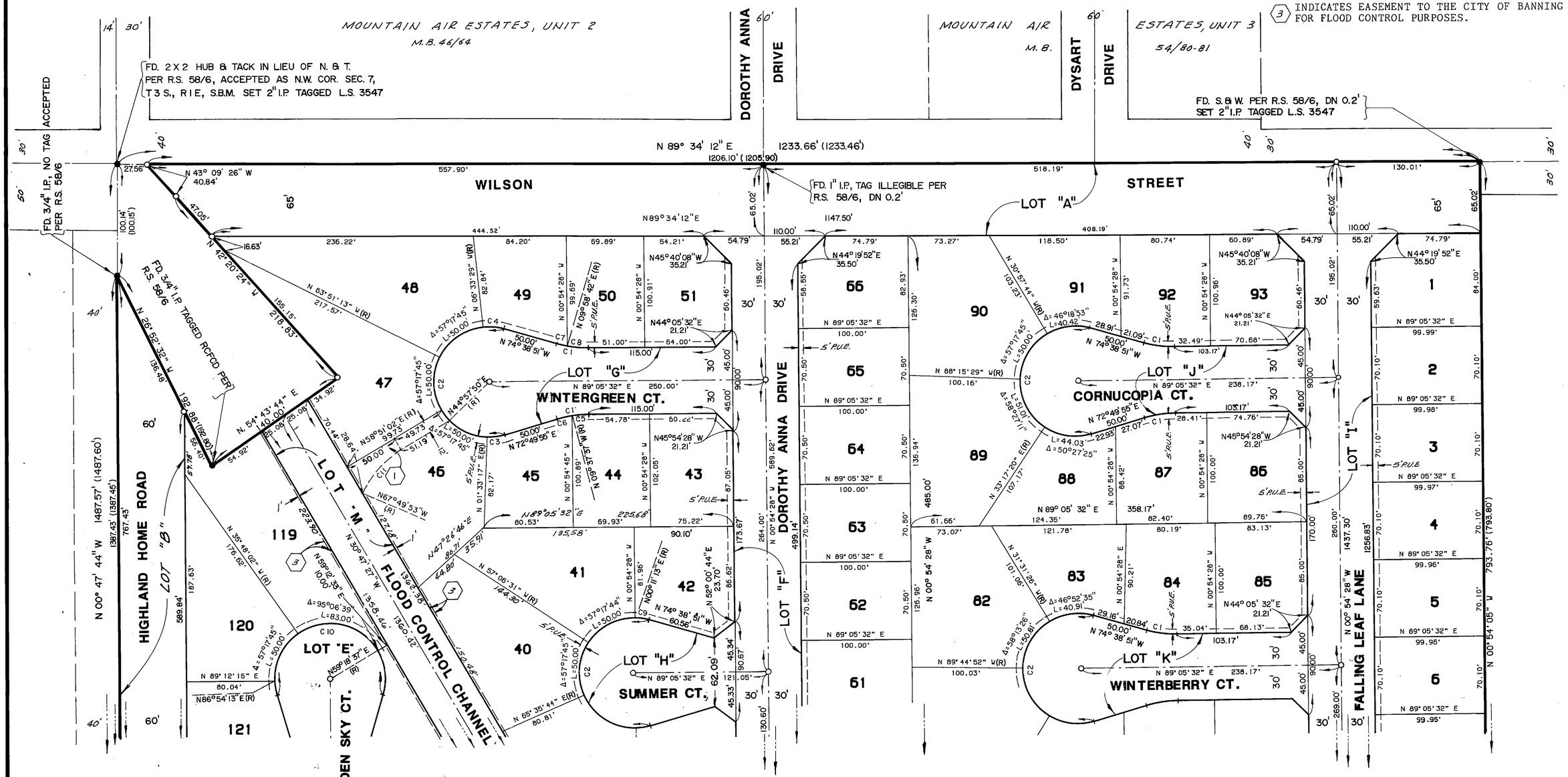
| CURVE NUMBER | DELTA | RADIUS | ARC LENGTH | TANGENT LENGTH |
|---|---|---|---|---|
| C1 | 16° 15' 37" | 100.00' | 28.38' | 14.29' |
| C2 | 212° 31' 14" | 50.00' | 185.46' | ----- |
| C3 | 18° 43' 02" | 50.00' | 16.34' | 8.24' |
| C4 | 21° 54' 38" | 50.00' | 19.12' | 9.68' |
| C5 | 08° 43' 09" | 100.00' | 15.22' | 7.62' |
| C6 | 07° 32' 28" | 100.00' | 13.16' | 6.59' |
| C7 | 05° 22' 27" | 100.00' | 9.38' | 4.69' |
| C8 | 10° 53' 10" | 100.00' | 19.00' | 9.53' |
| C9 | 15° 09' 56" | 50.00' | 13.23' | 6.66' |
| C10 | 212° 31' 13" | 50.00' | 185.46' | ----- |
| C11 | 36° 40' 55" | 84.00' | 53.78' | 27.86' |

LEGEND

(1) INDICATES EASEMENT TO THE CITY OF BANNING FOR STORM DRAINAGE PURPOSES.

(2) INDICATES EASEMENT TO THE CITY OF BANNING FOR SANITARY SEWER PURPOSES.

(3) INDICATES EASEMENT TO THE CITY OF BANNING FOR FLOOD CONTROL PURPOSES.




SEE SHEET NO. 4

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 23446

BEING A SUBDIVISION OF A PORTION OF BLOCKS 2 AND 3 OF THE GINZEL-MONTGOMERY TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 64, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

INTEGRA ENGINEERING, INC. MAY, 1989

60' 0' 60' 120' 180'

GRAPHIC SCALE: 1"=60'

CURVE DATA

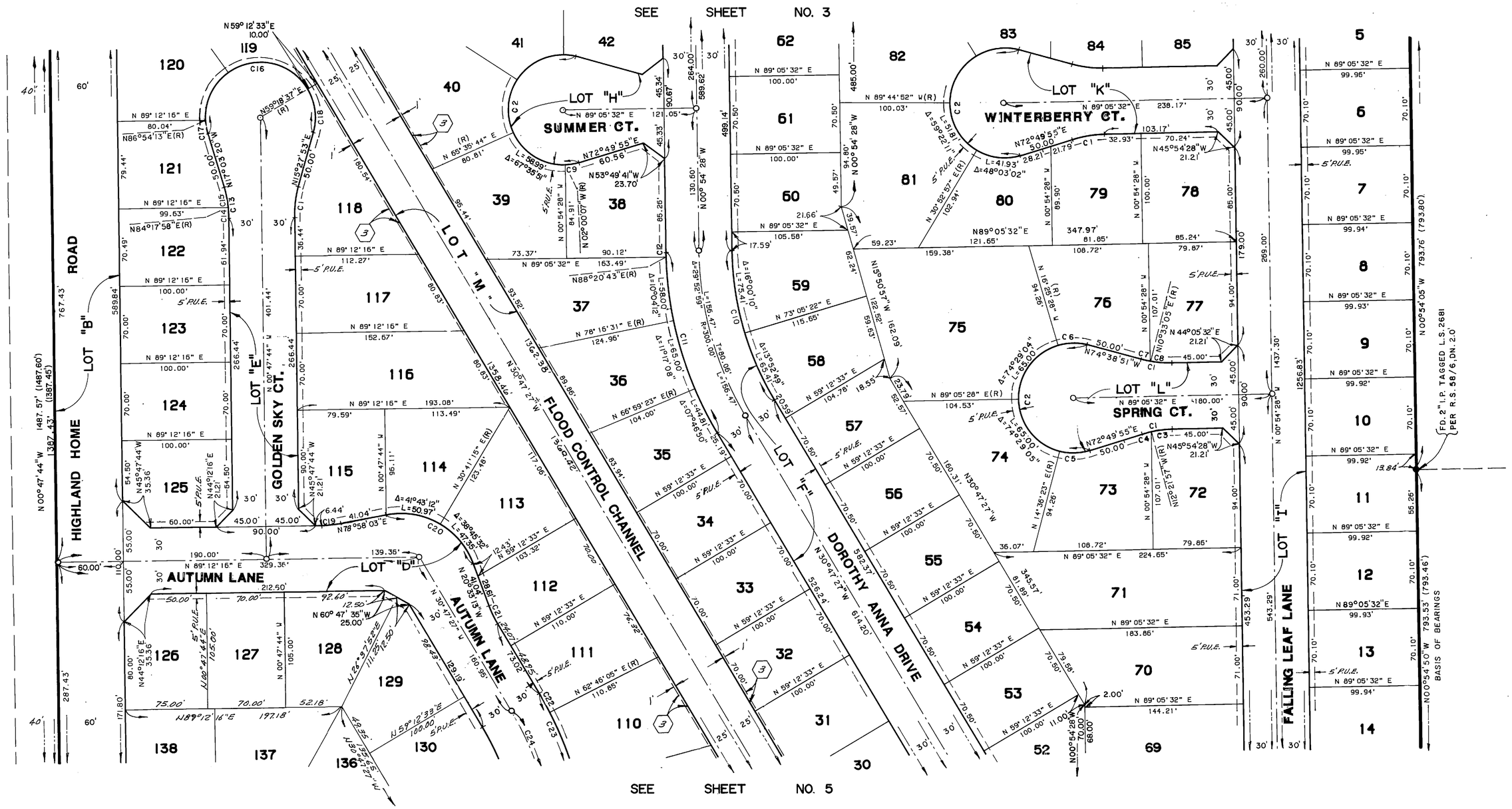
| CURVE NUMBER | DELTA | RADIUS | ARC LENGTH | TANGENT LENGTH |
|---|---|---|---|---|
| C1 | 16°15'37" | 100.00' | 28.38' | 14.29' |
| C2 | 212°31'14" | 50.00' | 185.46' | ----- |
| C3 | 11°27'29" | 100.00' | 20.00' | 10.03' |
| C4 | 04°48'08" | 100.00' | 8.38' | 4.19' |
| C5 | 31°46'28" | 50.00' | 27.73' | 14.23' |
| C6 | 31°46'37" | 50.00' | 27.73' | 14.23' |
| C7 | 04°48'04" | 100.00' | 8.38' | 4.19' |
| C8 | 11°27'33" | 100.00' | 20.00' | 10.03' |
| C9 | 15°09'58" | 50.00' | 13.24' | 6.66' |
| C10 | 29°52'59" | 270.00' | 140.82' | 72.05' |
| C11 | 29°52'59" | 330.00' | 172.11' | 88.06' |
| C12 | 00°44'49" | 330.00' | 4.30' | 2.15' |
| C13 | 16°15'36" | 100.00' | 28.38' | 14.29' |
| C14 | 04°54'18" | 100.00' | 8.56' | 4.28' |
| C15 | 11°21'18" | 100.00' | 19.82' | 9.94' |
| C16 | 212°31'13" | 50.00' | 185.46' | ----- |
| C17 | 13°57'33" | 50.00' | 12.18' | 6.12' |
| C18 | 46°09'16" | 50.00' | 40.28' | 21.30' |
| C19 | 10°14'13" | 100.00' | 17.87' | 8.96' |
| C20 | 80°28'44" | 70.00' | 98.32' | 59.24' |
| C21 | 10°14'14" | 100.00' | 17.87' | 8.96' |
| C22 | 03°33'32" | 330.00' | 20.50' | 10.25' |
| C23 | 29°59'43" | 330.00' | 172.76' | 88.41' |
| C24 | 29°59'43" | 300.00' | 157.06' | 80.37' |

LEGEND

(1) INDICATES EASEMENT TO THE CITY OF BANNING FOR STORM DRAINAGE PURPOSES.

(2) INDICATES EASEMENT TO THE CITY OF BANNING FOR SANITARY SEWER PURPOSES.

(3) INDICATES EASEMENT TO THE CITY OF BANNING FOR FLOOD CONTROL PURPOSES.




MB 244/75 263

Copy

SHEET 5 OF 5 SHEETS

244/76

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# TRACT NO. 23446

BEING A SUBDIVISION OF A PORTION OF BLOCKS 2 AND 3 OF THE GINZEL-MONTGOMERY TRACT, AS SHOWN BY MAP ON FILE IN BOOK 8 OF MAPS, PAGE 64, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

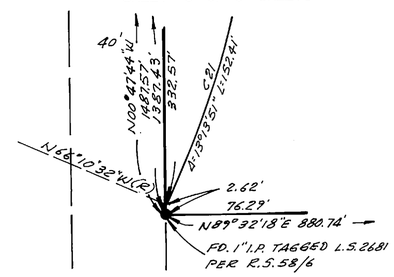
INTEGRA ENGINEERING, INC. MAY, 1989

60' 0' 60' 120' 180'

GRAPHIC SCALE: 1"=60'

CURVE DATA

| CURVE NUMBER | DELTA | RADIUS | ARC LENGTH | TANGENT LENGTH |
|---|---|---|---|---|
| C1 | 16°15'37" | 100.00' | 28.38' | 14.28' |
| C2 | 212°31'14" | 50.00' | 185.46' | ----- |
| C3 | 10°14'14" | 100.00' | 17.87' | 8.96' |
| C4 | 04°07'43" | 70.00' | 5.04' | 2.52' |
| C5 | 04°13'10" | 475.00' | 34.98' | 17.50' |
| C6 | 26°15'00" | 475.00' | 217.62' | 110.75' |
| C7 | 04°05'55" | 475.00' | 33.98' | 17.00' |
| C8 | 26°15'00" | 500.00' | 229.07' | 116.58' |
| C9 | 212°31'13" | 50.00' | 185.46' | ----- |
| C10 | 16°15'36" | 100.00' | 28.38' | 14.29' |
| C11 | 29°59'43" | 330.00' | 172.76' | 88.41' |
| C12 | 02°49'25" | 330.00' | 16.26' | 8.13' |
| C13 | 29°59'43" | 270.00' | 141.35' | 72.33' |
| C14 | 00°32'48" | 270.00' | 2.58' | 1.29' |
| C15 | 10°14'14" | 100.00' | 17.87' | 8.96' |
| C16 | 06°44'47" | 100.00' | 11.78' | 5.89' |
| C17 | 03°29'27" | 100.00' | 6.09' | 3.05' |
| C18 | 115°42'57" | 70.00' | 141.37' | 111.41' |
| C19 | 27°13'10" | 70.00' | 33.25' | 16.95' |
| C20 | 10°14'14" | 100.00' | 17.87' | 8.96' |
| C21 | 24°37'12" | 660.00' | 283.60' | 144.02' |
| C22 | 110°28'27" | 70.00' | 134.97' | 100.86' |
| C23 | 20°36'21" | 70.00' | 25.17' | 12.72' |
| C24 | 08°01'02" | 70.00' | 9.80' | 4.91' |
| C25 | 10°14'13" | 100.00' | 17.87' | 8.96' |
| C26 | 80°35'29" | 70.00' | 98.46' | 59.35' |
| C27 | 04°14'57" | 500.00' | 37.08' | 18.55' |




DETAIL "A"

NO SCALE

SEE SHEET NO. 4

SEE SHEET NO. 2

HIGHLAND HOME ROAD

LOT "B"

LOT "C"

SPRING VIEW DR.

AUTUMN LANE

LOT "D"

LOT "M"

FLOOD CONTROL CHANNEL

DOROTHY ANNA DRIVE

LOT "F"

LOT "I"

FALLING LEAF LANE

BASIS OF BEARINGS N 00° 54' 50" W 793.53' (793.46')

N 89° 32' 18" E 880.74' (880.80')

SEE DETAIL "A" THIS SHEET

FD. 1" I.P TAGGED L.S. 2681 PER R.S. 58/6

FD 2" I.P. TAGGED L.S. 2681 PER R.S. 58/6, DN. 0.5'

NOTHING FD., SET 2" I.P. TAGGED L.S. 3547 PER R.S 58/6

FD. 2" I.P TAGGED L.S. 2681 PER R.S. 58/6 FLUSH

LEGEND

(1) INDICATES EASEMENT TO THE CITY OF BANNING FOR STORM DRAINAGE PURPOSES.

(2) INDICATES EASEMENT TO THE CITY OF BANNING FOR SANITARY SEWER PURPOSES.

(3) INDICATES EASEMENT TO THE CITY OF BANNING FOR FLOOD CONTROL PURPOSES.

MB 244/76

# MEMORANDUM

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

**DATE:** January 31, 2003

**TO:** Mark Biloki, Operations and Maintenance Superintendent

**FROM:** Coen Couwenberg, Chief of Operations and Maintenance Division

**RE:** Tract 23446
West Pershing Channel, Stage 2
Project No. 5-0-0150
Drawing No. 5-188

Please add the referenced project to the District's maintained system and acquaint your staff with the new project. Also, make an addition in the next FY budget to account for maintenance costs. The attached maps and plans are for your use.

Attachments

c: Dale Anderson
Terri Cummings
Sandi Henry
Clyde Johnson
Jay Keller
Bob Low
George Ruiz - w/reduced plans
Zully Smith - w/plan sheet
Steve Stump - w/plan sheet
Jason Uhley
Ami Urista - w/plan sheet
Mark Wills
GIS Technical Committee
Attn: Bill Rhoades - w/plan sheet
File Room
R/W File

AU:pln

52/65

IN THE COUNTY OF RIVERSIDE

IN THE CITY OF BANNING

# RECORD OF SURVEY

Being a portion of Section 6 & 7 T3S. R1E. S.B.B.&M.
and a portion of Section 1 & 12 T3S. R1W

Date APRIL 1968 RIVERSIDE COUNTY FLOOD CONTROL

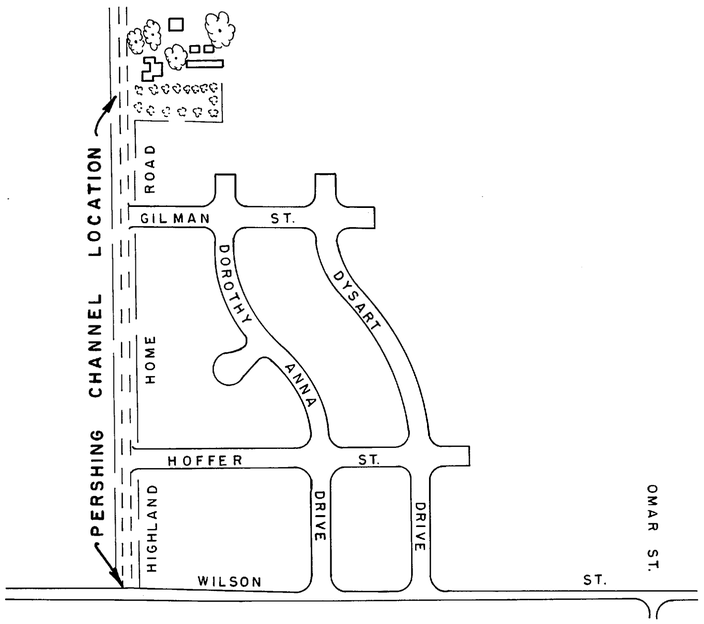
SHEET 1 OF 3 SHEETS

**RECORDER'S CERTIFICATE**

Filed this 16 day of APRIL, 1968 at 2:05 P.M. in Book 52 of Record of Surveys at page 5 at the request of the County Surveyor. 65-66-67

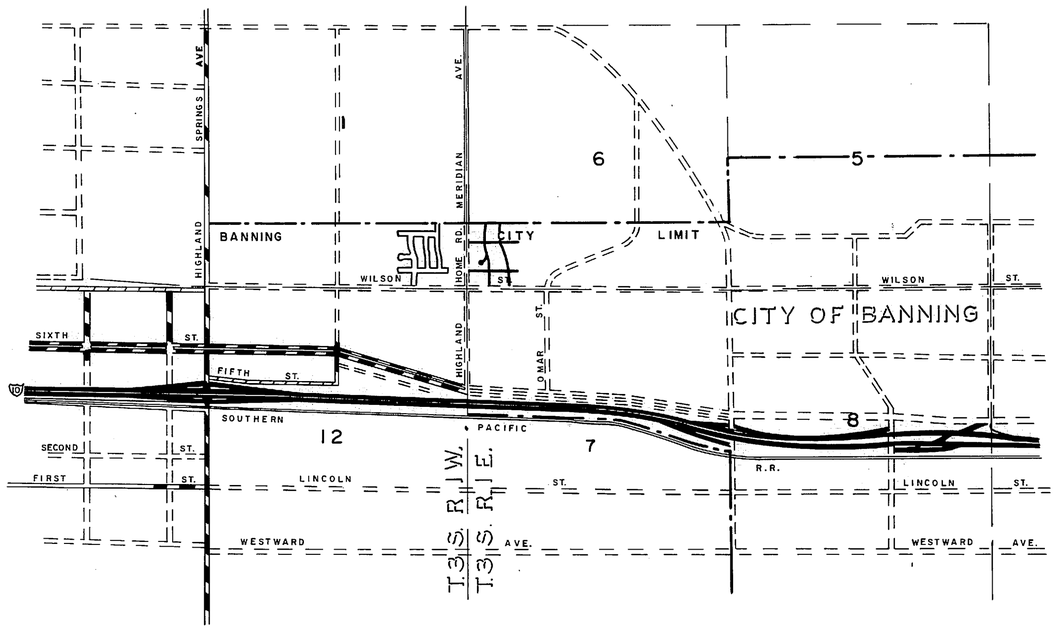
W.D. BALOGH, County Recorder

Fee None.
No. 35011. By Eleanor B Vaughn Deputy




LOCATION PLAN

400' 0 400FT.




VICINITY MAP

1000' 0 1000FT.

## NOTE

THE PURPOSE OF THIS MAP IS TO DELINEATE CERTAIN PARCELS OF LAND INCLUDED WITHIN THE PROPOSED RIGHT OF WAY OF A PORTION OF THE PERSHING CHANNEL

(PARCEL 5150-0) INDICATES RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT RIGHT OF WAY PARCEL NUMBERS.

## SURVEYOR'S NOTE

1. BASIS OF BEARINGS for this Survey is the centerline of Highland Home Road (N00°43' 30" W) as shown on M.B. 46/page 64.
2. Iron Pipe or monuments found as noted shown thus ——◎
3. Nothing set; position determined by calculation unless otherwise noted, shown thus ———— ○⊥
4. Set 4" concrete monuments with Brass Tag marked R.C.F.C.&W.C.D. shown thus ———— ◉
5. Set 3/4" I.P. with Brass Tag marked R.C.F.C.&W.C.D. shown thus ———— ●

## SURVEYOR'S CERTIFICATE

**This map correctly represents a survey made by me or under my direction in conformance with the requirements of the Land Surveyors' Act at the request of** RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
JAN. 1968

John W. Bryant
CHIEF ENGINEER R.C.E. No. 8822

## COUNTY SURVEYOR'S CERTIFICATE

**This map has been examined for conformance with the requirements of the Land Surveyors' Act this** 16 **day of** April, **1968.**

A.C. KEITH **County Surveyor**

By J.M. Carlile Deputy

IN THE COUNTY OF RIVERSIDE
IN THE CITY OF BANNING

# RECORD OF SURVEY

REFER TO DETAIL "B"

1316.42'

HIGHLAND SPRINGS AVENUE

1295.26' as Per M. B. 38/80-81

1316.42'

5180.77' meas.
Rec. 78.71 Ch. per Govt Plat.

5180.77'
Fd. Granite Stone
With Chisled Cross
S.W. Cor. Sec 1
M.B 19/41

Fd. Nail With Cross Ties
as Per M.B. 38/80-81

0.21'

1316.42'

Fd. Granite Stone
With Chisled Cross
S.W.Cor Sec 1

DETAIL "B"

Fd. 1" Iron Pipe
as Per M.B.38/80-81
S.E. Cor. Lot K

M.B 38/80-81

SECTION 12

T.3S. R.1W.

SECTION 1

T.3S. R.1W.

MATCH SHEET 3

STREET
474' Rec. per
N 89° 28' 00" W

30'

30'

PARCEL 5150-2

PARCEL 5150-3A

34.28'

N89°28'00"W

0.44'

N 00° 46' 50" W
70.15'

55.08'

N89°35'15"E

DETAIL "A"

PARCEL 5150-1

PARCEL 5150-3A

PARCEL 5150-4B

PARCEL 5150-4A

PARCEL 5150-3B

N16°43'44"W

62.83'

PARCEL 5150-2

78.98'

52.01'

Fd. T-Bar With Brass Cap
Marked Div. of Hwys.

N 00° 46' 50" W

12

1

34.28'

70.15'

1292.64'

N 00° 43' 30" W

14.00'

1292.66'

N.00° 43' 30" W

18.00'

1292.68'

N 00° 43' 30" W

6.00'

14.00'

1292.70'

N 00° 43' 30" W

5290.83'

1322.71'

7

6

S.W. Cor. Sec. 6
Fd.1/2" I.P.
as Per M.B.
46/64

REFER TO DETAIL "A"

410' Rec. per M.B 46/64

Fd. Nail on line

760' Rec. M.B 39/83

192.80'
N 26° 51' 01" W

81.69'
N 43° 09' 23" W

55.08'

HIGHLAND HOME ROAD

30'

30'

30'

30'

40'

GINZEL

MOUNTAIN AIR ESTATES
UNIT NO 2

12 13 14 15

M.B. 46 PAGE 64

MOUNTAIN AIR ESTATES
UNIT NO 1

9 8 7 6 5 4

M.B. 39 PAGE 83

HOFFER ST.

PARCEL 5150-1

MONTGOMERY

N54°46'30"E
140.00'

N 42° 19' 12" W
218.83'

WILSON
585.60' per M.B 46/64
N 89° 35' 15" E

SECTION 6
T.3S. R.1E.

TRACT M.B. 8 PAGE 64

Fd. 1" Iron Pipe
as Per M.B. 46/64

Scale 1" = 50'

IN THE COUNTY OF RIVERSIDE
IN THE CITY OF BANNING

# RECORD OF SURVEY



MATCH SHEET 2

HIGHLAND AVENUE — 1295.20' per M.B 38/80-81 — 5180.77' Rec 78.71 Ch. per Govt. Plat.

1316.42' — SPRINGS AVENUE — 5180.77'

Fd. 1¼" Iron Pipe as Per M.B. 38/80-81 — 40.16' — 2

Fd. Lead & Tack in Chisled Cross in concrete pvt. as Per M.B. 38/80-81 for N.W. Cor. Sec 1 — 1

Set 3/4" Iron Pipe For 1/16 Cor. by Pro portion Dist. per Govt. Survey notes

CITY LIMIT

Fd. 3/4" Iron Pipe N.W. Cor. Lot 1 as Per M. B. 38/80-81

M. B. 38 / 80-81

Fd. 3/4" Iron Pipe N.E. Cor. Lot 14 as Per M. B. 38/80-81

SECTION 1
T.3 S. R.1 W.

N 89° 45' 00" W
N 89° 32' 00" W

PARCEL 5150-4B — PARCEL 5150-4A — PARCEL 5150-3B — PARCEL 5150-5B — PARCEL 5150-5A — PARCEL 5150-3C — PARCEL 5150-5C

1292.64' — 1292.66' — 1292.68' — N 00° 43' 30" W

14.00' — 18.00' — 5.00'

526.21' — 526.50' — 526.87'

N00°43' 30"W 50' — N89° 16' 30"E 62' — 30"E 62' — 50'

5290.83' — 14.00' — 1292.70' — N 00° 43' 30" W — 527.00' — 14.00' — 6.00' — 5290.83'

1322.71' — 760' Rec. per MB. 39/83

HIGHLAND 30' HOME — Fd. Nail & Tag L.S. 2851 no ref. — 30' 30' RD. — 20' 20'

REFER TO DETAIL "C"

MERIDIAN AVENUE — 6

Set 3/4" Iron Pipe For 1/16 Cor. by Proportion Dist. per Govt. Survey notes.

N.W. Cor. Sec. 6 Fd. 3/4" Iron Pipe R. E. 1126 as Per M. B. 39/83

MOUNTAIN AIR ESTATES
UNIT NO 1
4 — 3 — 2 — 1
MB 39 PG 83

30' ST. — 36 — GILMAN

BANNING

N89°45'00"W — N89°32'00"W — 0.40' — N00°43'30"W — 1322.71'

DETAIL "C"

SECTION 6
T.3 S. R.1 E.

Scale 1" = 50'

# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

## LEGAL DESCRIPTION

### WEST PERSHING CHANNEL LINE K

RCFC Parcel 5150-1A

Portion of APN: 537-253-033

In the City of Banning, County of Riverside, State of California, lying in Section 7, Township 3 South, Range 1 East, San Bernardino Meridian, being a portion of Parcel 5150-1 as shown on Records of Survey, filed in Book 52 of Records of Surveys, Pages 65 through 67 inclusive, records of said County, more particularly described as follows:

**Beginning** at the intersection of the southerly Right-of-Way line of Willson Street, 65-foot southerly part width as shown on Tract No. 23446, filed in Book 244, of maps, Pages 72 through 76, inclusive, records of said County, with the easterly line of said Parcel 5150-1;

**Thence** along the westerly prolongation of said southerly Right-of-Way, South 89° 35' 15" West a distance of 50.65 feet;

**Thence** leaving said westerly prolongation, South 07° 41' 13" West a distance of 83.48 feet to a point on the westerly line of said Parcel 5150-1, said point being a distance of 139.75 feet northerly along said westerly line, from the southwesterly corner thereof;

**Thence** along the westerly line of said Parcel, South 26° 51' 01" East a distance of 139.75 feet to said southwesterly corner;

**Thence** along the southerly line of said Parcel, North 54° 46' 30" East a distance of 140.00 feet to the southeasterly corner thereof;

**Thence** along the easterly line of said Parcel, North 42° 19' 12" West a distance of 171.80 feet to the **Point of Beginning**.

Containing 20,503.35 square feet / 0.47 acres, more or less.

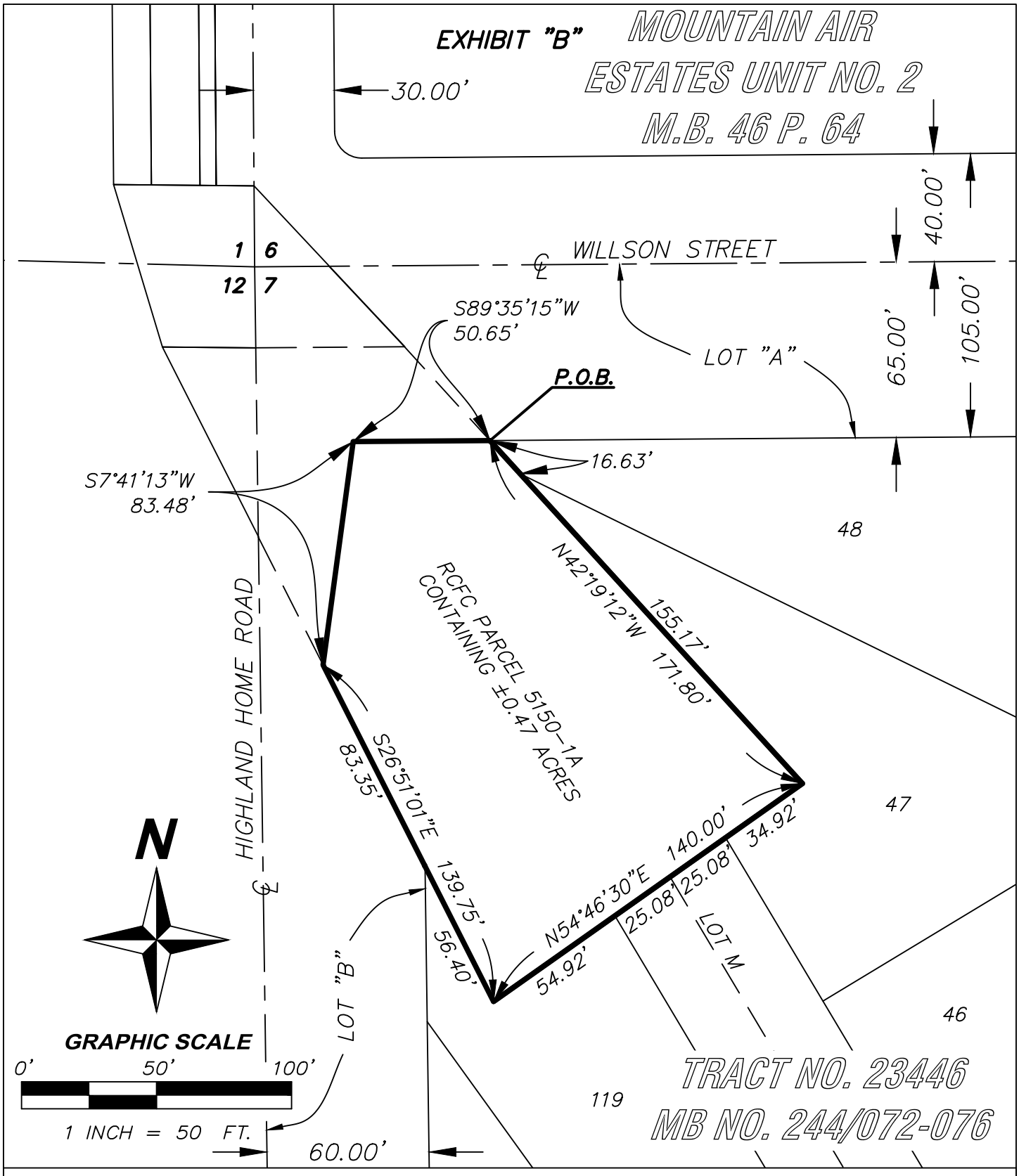
Prepared under my supervision.




Dennis Odenbaugh 10/6/2025

DENNIS ODENBAUGH DATE

PREPARED BY:
CHECKED BY:




RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

1995 MARKET STREET, RIVERSIDE, CA. 92501

| | | | |
|---|---|---|---|
| PROJECT NAME: WEST PERSHING CHANNEL BANNING MDP LINE K STAGE II | | SCALE 1"=50' | DRAWN BY CNS |
| RCFC-WCD PARCEL NUMBER(S): 5150-1A | | DATE 09/22/25 | CHECK BY DO |
| RCFC-WCD PROJECT NUMBER: 5-0-150 | | SHEET NO. 1 OF 1 | |

# RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

## EXHIBIT "A"

## LEGAL DESCRIPTION

### WEST PERSHING CHANNEL LINE K

RCFC Parcel 5150-1B

Portion of APN: 537-253-033

In the City of Banning, County of Riverside, State of California, lying in Section 7, Township 3 South, Range 1 East, San Bernardino Meridian, being a portion of Parcel 5150-1 as shown on Records of Survey, filed in Book 52 of Records of Surveys, Pages 65 through 67 inclusive, records of said County, more particularly described as follows:

**Beginning** at the intersection of the southerly Right-of-Way line of Willson Street, 65-foot southerly part width as shown on Tract No. 23446, filed in Book 244, of maps, Pages 72 through 76, inclusive, records of said County, with the easterly line of said Parcel 5150-1;

**Thence** along the westerly prolongation of said Right-of-Way line, South 89° 35' 15" West a distance of 50.65 feet;

**Thence** leaving said westerly prolongation, South 07° 41' 13" West 83.48 feet, to a point on the westerly line of said Parcel 5150-1, said point being a distance of 139.75 feet northerly along said westerly line, from the southwesterly corner thereof;

**Thence** along said westerly line, North 26° 51' 01" West a distance of 53.05 feet, to an angle point on said westerly line;

**Thence** along said westerly line, North 00° 46' 50" West a distance of 70.15 feet to the northwesterly corner of said Parcel 5150-1;

**Thence** along the north line of said Parcel 5150-1, North 89° 35' 15" East a distance of 55.08 feet to the easterly line of said Parcel 5150-1;

**Thence** along said easterly line South 42° 19' 12" East a distance of 47.03 feet to the **Point of Beginning**.

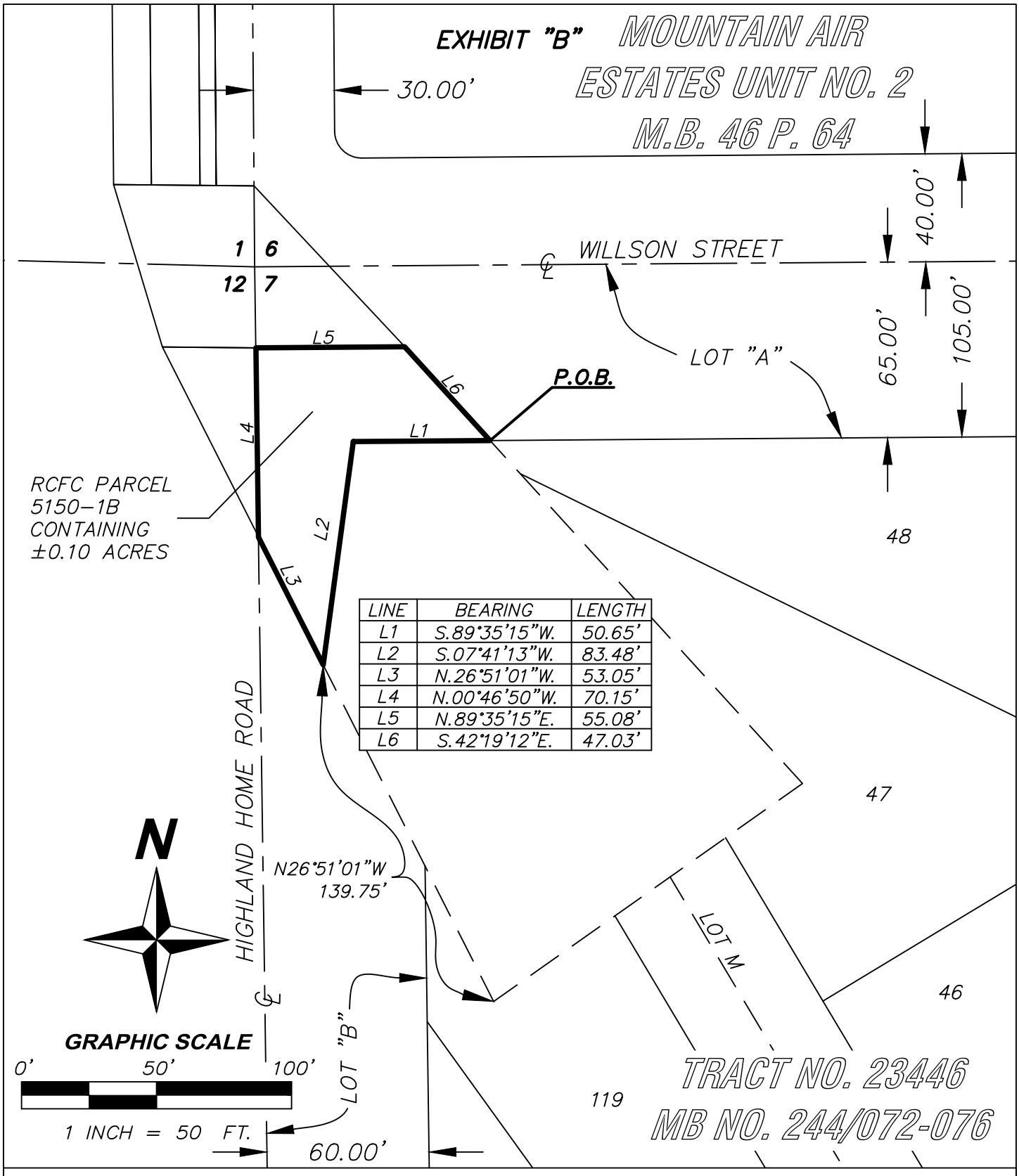
Containing 4,354.38 square feet / 0.10 acres, more or less.

Prepared under my supervision.




Dennis Odenbaugh 10/6/2025
DENNIS ODENBAUGH DATE

PREPARED BY:
CHECKED BY:




| LINE | BEARING | LENGTH |
|---|---|---|
| L1 | S.89°35'15"W. | 50.65' |
| L2 | S.07°41'13"W. | 83.48' |
| L3 | N.26°51'01"W. | 53.05' |
| L4 | N.00°46'50"W. | 70.15' |
| L5 | N.89°35'15"E. | 55.08' |
| L6 | S.42°19'12"E. | 47.03' |

RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
1995 MARKET STREET, RIVERSIDE, CA. 92501

| | | | |
|---|---|---|---|
| PROJECT NAME: WEST PERSHING CHANNEL BANNING MDP LINE K STAGE II | | SCALE 1"=50' | DRAWN BY CNS |
| RCFC-WCD PARCEL NUMBER(S): 5150-1B | | DATE 09/22/25 | CHECK BY DO |
| RCFC-WCD PROJECT NUMBER: 5-0-150 | | SHEET NO. 1 OF 1 | |

# EXHIBIT "C"

## LEGAL DESCRIPTION

### West Pershing Channel, Stage I

APNs:, 408-671-010, 408-662-025 and a portion of 419-060-008

In the City of Banning, County of Riverside, State of California, being Parcels 5150-2, 5150-3B, 5150-3C, 5150-4A, 5150-4B, 5150-5A, 5150-5B, and 5150-5C as shown on Record of Survey filed in in Book 52, Pages 65 through 67 of Record of Surveys, in the Office of the County Recorder of said County.

Containing 73,452.14 sf / 1.69 acres, more or less.




Dennis Odenbaugh
DENNIS ODENBAUGH

11/6/2025
DATE

# AGREEMENT DISTRIBUTION

DATE: 10/11/22

PROJECT NAME: West Pershing Channel, Stage 5 TR 37388 & 37389-1

PROJECT NO(S): 5-0-00150-5

[ X ] COOPERATIVE AGREEMENT

[ ] CONSULTING SERVICES AGREEMENT

[ ] OTHER:

PARTIES: District / City of Banning / Tri Pointe Homes IE-SD, Inc.

FROM: MS

| TO: | No. of Copies | No. of EC | Action/Comment |
|---|---|---|---|
| J. UHLEY | | | |
| E. QUINONEZ/C. PADRES | | | |
| Beth Monroy | 1 | | Original for scanning. Please return orig |
| Ami Urista | | 1 | Copy for file |
| Construction Management<br>David G./Eric L./Ryan G. | | 1 | Copy for file |
| Accounts Receivable | | 1 | Copy for file |
| Developer Services<br>R. Arguetta/ D. James | | 1 | Copy for file |
| Contract Services | | | |
| | | | |

COMMENTS

AgreementDistributionForm.xls Revised 8/8/12 (amr)

SCANNED

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**ITEM:** 11.5
(ID # 19674)
**MEETING DATE:**
Tuesday, August 30, 2022

**FROM :** FLOOD CONTROL DISTRICT:

**SUBJECT:** FLOOD CONTROL DISTRICT: Approval of the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City of Banning and Tri Pointe Homes IE-SD, Inc, a California Corporation, for West Pershing Channel, Stage 5, Tract Map Nos. 37388 and 37389-1, Project No. 5-0-00150-5, Nothing Further is Required Under CEQA, District 5. [$0]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Find that nothing further is required under the California Environmental Quality Act (CEQA) for approval of this Cooperative Agreement because all potentially significant environmental effects have been adequately analyzed and the potential impacts have been mitigated in the Final Environmental Impact Report (EIR) (State Clearing House No. 2007091149), adopted by the Lead Agency (City of Banning) on December 9, 2014;
2. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District ("District"), the City of Banning ("City") and Tri Pointe Homes IE-SD, Inc, a California corporation ("Developer");

Continued on page 2

**ACTION:Policy**

Jason Uhley, GENERAL MGR-CHF FLD CNTRL ENG 8/15/2022

Aaron Gettis, Deputy County Counsel 8/16/2022

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

| | |
|---|---|
| Ayes: | Jeffries, Spiegel, Washington, Perez and Hewitt |
| Nays: | None |
| Absent: | None |
| Date: | August 30, 2022 |
| xc: | Flood |

Kecia R. Harper
Clerk of the Board
By: _____ Deputy

**SUBMITTAL TO THE FLOOD CONTROL AND WATER CONSERVATION DISTRICT BOARD OF SUPERVISORS**
**COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**RECOMMENDED MOTION:** That the Board of Supervisors:

3. Authorize the Chair of the District's Board of Supervisors ("Board") to execute the Cooperative Agreement documents on behalf of the District;
4. Authorize the General Manager-Chief Engineer or designee to take all necessary steps to implement the Cooperative Agreement, including, but not limited to, negotiating, approving and executing any non-substantive amendments and any assignment and assumption associated with change of ownership of the property, subject to approval as to form by County Counsel; and
5. Direct the Clerk of the District's Board to return five (5) copies of the executed Cooperative Agreement to the District.

| FINANCIAL DATA | Current Fiscal Year: | Next Fiscal Year: | Total Cost: | Ongoing Cost |
|---|---|---|---|---|
| COST | $ 0 | $ 0 | $ 0 | $ 0 |
| NET COUNTY COST | $ 0 | $ 0 | $ 0 | $ 0 |
| **SOURCE OF FUNDS:** The Developer is funding all construction and construction inspection costs (100%) | | | **Budget Adjustment:** No<br>**For Fiscal Year:** N/A | |

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Cooperative Agreement ("Agreement") sets forth the terms and conditions by which certain flood control facilities for Tract Map Nos. 37388 and 37389-1 ("Project") required as a condition of approval are to be constructed by the Developer and inspected, operated and maintained by the District and City.

The District owns, operates and maintains the existing West Pershing Channel, Stage 1, ("Open Channel") as shown on District Drawing No. 5-0131. The Developer proposes to convert the existing Open Channel into a new underground storm drain system ("West Pershing Channel, Stage 5") to utilize the surface for new residential development and to improve the City's traffic circulation plan.

For the purpose of converting the Open Channel, the District desires to convey the fee and easement interest of the Open Channel to the City pursuant to a Quitclaim Deed at a later Board meeting. Upon construction completion of the Project, the District will assume ownership, operation and maintenance of West Pershing Channel, Stage 5 and associated safety devices ("District Facilities"). The City will assume ownership and responsibility for the operation and maintenance of the Project's associated inlets, junction structures, catch basins, curbs and gutters, manholes and laterals that are 36 inches or less in diameter located within City's rights of way.

The Agreement is necessary to formalize the transfer of necessary rights of way and to provide for District construction inspection and subsequent operation and maintenance of District Facilities.

County Counsel has approved the Agreement as to legal form, and the City and Developer have executed the Agreement.

**CEQA Findings**

Pursuant to Section 15096 of the State CEQA Guidelines, Making Responsible Agency Findings, the District has considered the Final EIR that was prepared for the Butterfield Specific Plan (SCH No. 2007091149). The District, in its limited capacity as a Responsible Agency, finds that the inspection, acceptance and subsequent operation and maintenance of the West Pershing Channel, Stage 5 flood facility as described in the Agreement are adequately addressed in the Final EIR. The District finds that inspection, acceptance and subsequent operation and maintenance of the proposed flood facilities will not have a significant impact on the environment. Therefore, no further analysis is required under CEQA.

**Impact on Residents and Businesses**

As noted above, construction of these drainage improvements will facilitate the development of Tract Map Nos. 37388 and 37389-1. The principal beneficiaries are the future residents of the tract. Ancillary benefits will accrue to the public who will utilize the tracts' roadways.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The Developer is funding all construction and construction inspection costs. Future operation and maintenance costs of the District maintained storm drain facilities will be accrued by the District.

**ATTACHMENTS:**

1. Vicinity Map
2. Cooperative Agreement

AK:blm
P8/245031

Jason Farin, Principal Management Analyst 8/23/2022

**DOC # 2022-0407886**
09/27/2022 08:00 AM Fees: $0.00
Page 1 of 34
Recorded in Official Records
County of Riverside
Peter Aldana
Assessor-County Clerk-Recorder

**This document was electronically submitted to the County of Riverside for recording**
Receipted by: BONNIE #821

PLEASE COMPLETE THIS INFORMATION

RECORDING REQUESTED BY:

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

FREE RECORDING
This instrument is for the benefit of the Riverside County Flood Control and Water Conservation District and should Be recorded without a fee pursuant to Govt. Code 6103.

AND WHEN RECORDED MAIL TO:

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 MARKET STREET
RIVERSIDE, CA 92501-1770

THIS SPACE FOR RECORDER'S USE ONLY

# COOPERATIVE AGREEMENT

Title of Document

PROJECT: West Pershing Channel, Stage 5

PROJECT NO.: 5-0-00150-5

DEVELOPER: Tri Pointe Homes ID-SD, Inc.

SUBDIVISION: Tract Map Nos. 37388 and 37389-1

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION
($3.00 Additional Recording Fee Applies)

AGREEMENT RECORDATION FORM

COOPERATIVE AGREEMENT
West Pershing Channel, Stage 5
Project No. 5-0-00150-5
Tract Map Nos. 37388 and 37389-1

This Cooperative Agreement ("Agreement"), dated as of AUG 30 2022, is entered into by and between, the Riverside County Flood Control and Water Conservation District, a body politic, ("DISTRICT"), the City of Banning, a municipal corporation of the State of California ("CITY"), and Tri Pointe Homes IE-SD, Inc, a California corporation ("DEVELOPER"). DISTRICT, CITY, and DEVELOPER individually referred to herein as "Party" and collectively referred to herein as "Parties". The Parties hereto hereby agree as follows:

RECITALS

A. DEVELOPER is the legal owner of record of certain real property located within the City of Banning ("DEVELOPER PROPERTY"). DEVELOPER has submitted for approval Tract Map Nos. 37388 and 37389-1 located in the city of Banning. Pursuant to the conditions of approval for Tract Map Nos. 37388 and 37389-1, DEVELOPER must construct certain flood control facilities in order to provide flood protection and drainage for DEVELOPER's planned development; and

B. DISTRICT is the legal owner of record of certain real property located in the city of Banning, within a portion of Tract Map Nos. 37388 and 37389-1 ("DISTRICT PROPERTY"), as identified in Table 1, attached hereto and made part hereof. DISTRICT owns, operates, and maintains the existing West Pershing Channel, Stage 1 as shown on DISTRICT Drawing No. 5-0131 ("Existing Open Channel") within DISTRICT PROPERTY; and

C. The legal description of Tract Map Nos. 37388 and 37389-1 is provided in Exhibit "A" attached hereto and made a part hereof; and



AUG 30 2022 11.5

D. The required flood control facilities and drainage improvements related to Tract Map Nos. 37388 and 37389-1 are shown on DISTRICT's Drawing No. 5-0243 and shown in concept on Exhibit "B", attached hereto and made a part hereof, and include the construction of:

(i). Line K ("WEST PERSHING CHANNEL, STAGE 5"), comprised of approximately 4,830 lineal feet of underground reinforced concrete pipe greater than thirty-six inches (36") as shown in concept in "red" on Exhibit "B" and its associated transition structures, will convey flows southerly at its downstream terminus to the existing DISTRICT maintained West Pershing Channel, Stage 2, as shown in concept in "blue" on Exhibit "B" and as shown on District Drawing No. 5-0188; and

(ii). All safety devices requested by DISTRICT staff during the course of project construction and during any final field inspections, including but not limited to concrete pads, slope protection barriers, signage and fencing ("SAFETY DEVICES"). SAFETY DEVICES shall be purchased and installed by DEVELOPER's contractor and subject to DISTRICT's inspection and approval; and

E. Together, WEST PERSHING CHANNEL, STAGE 5 and SAFETY DEVICES, are hereinafter called "DISTRICT FACILITIES"; and

F. Associated with the construction of DISTRICT FACILITIES, the required facilities includes the construction of certain inlets, junction structures, curbs and gutters, manholes, catch basins and various lateral storm drains within CITY right of way that are thirty-six inches (36") or less in diameter, hereinafter called "CITY FACILITIES".

G. Together, DISTRICT FACILITIES and CITY FACILITIES are hereinafter called "PROJECT"; and

H. DEVELOPER and CITY desire DISTRICT to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES. Therefore, DISTRICT must review and approve DEVELOPER's plans and specifications for PROJECT and subsequently inspect the construction of DISTRICT FACILITIES; and

I. DEVELOPER and CITY desire DISTRICT to coney the fee and easement interest to portions of DISTRICT PROPERTY pursuant to a separate legal instrument ("QUITCLAIM DEED ") to CITY as identified on Table 1 and described and depicted on the legal and plat on Exhibit "E", attached hereto and made a part hereof for the purpose of DEVELOPER converting the Existing Open Channel to an underground facility. DISTRICT desires to convey the fee and easement interest in DISTRICT PROPERTY pursuant to QUITCLAIM DEED; and

J. DEVELOPER and DISTRICT desire CITY to accept ownership and responsibility for the operation and maintenance of CITY FACILITIES. Therefore, CITY must review and approve DEVELOPER's plans and specifications for CITY FACILITIES and subsequently inspect and approve the construction of CITY FACILITIES; and

K. DISTRICT is willing to accept ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES provided DEVELOPER performs all of the following: (i) complies with this Agreement, (ii) prepares PROJECT plans in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iii) constructs PROJECT in accordance with DISTRICT and CITY approved plans and specifications and this Agreement, (iv) obtains and conveys to DISTRICT and CITY the necessary rights of way for the inspection, operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES, and (v) accepts ownership and responsibility for the operation and maintenance of PROJECT

following completion of PROJECT construction until such time as DISTRICT accepts ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES and CITY accepts ownership and responsibility for the operation and maintenance of CITY FACILITIES as set forth herein.

L. CITY is willing to (i) review and approve, in conjunction with DISTRICT, DEVELOPER's plans and specifications for PROJECT, (ii) accept and hold faithful performance and payment bonds submitted by DEVELOPER on behalf of DISTRICT for DISTRICT FACILITIES and CITY for CITY FACILITIES, (iii) inspect the construction of PROJECT, (iv) grant DISTRICT the right to inspect, operate and maintain DISTRICT FACILITIES within CITY rights of way, and (v) accept ownership and responsibility for the operation and maintenance of CITY FACILITIES, provided PROJECT is constructed in accordance with plans and specifications approved by DISTRICT and CITY.

NOW, THEREFORE, in consideration of the preceding recitals and the mutual covenants hereinafter contained, the Parties hereto mutually agree that the above recitals are true and correct and incorporated into the terms of this Agreement and as follows:

SECTION I

DEVELOPER shall:

1. Prepare PROJECT plans and specifications, hereinafter called "IMPROVEMENT PLANS", in accordance with applicable DISTRICT and CITY standards, and submit to DISTRICT and CITY for their respective review and approval.

2. Continue to pay DISTRICT, within thirty (30) calendar days after receipt of periodic billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by DISTRICT to cover DISTRICT's costs associated with (i) the review of IMPROVEMENT PLANS, (ii) the review and approval of rights of way and conveyance

documents, (iii) the processing and administration of this Agreement, and (iv) construction inspection costs. Additionally, DEVELOPER shall pay CITY, within thirty (30) calendar days after receipt of periodic billings from CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY's costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, (iii) the processing and administration of this Agreement, and (iv) construction inspection costs.

3. By execution of this Agreement, grant DISTRICT and CITY, the right to enter upon DEVELOPER's property where necessary and convenient for the purpose of gaining access to and performing inspection services for the construction of PROJECT as set forth herein.

4. Upon execution of this Agreement, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map Nos. 37388 and 37389-1 as set forth in Section I.6., or any phase thereof, whichever occurs first, provide CITY with faithful performance and payment bonds in accordance with CITY's municipal code for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and CITY FACILITIES as determined by CITY. The surety, amount and form of the bonds, shall list CITY as an obligee and shall be subject to approval of DISTRICT (Attention: Contract Services Section) and CITY, respectively. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT as complete and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of "A" or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY.

5. Upon DISTRICT's approval of IMPROVEMENT PLANS, deposit with DISTRICT (Attention: Business Office – Accounts Receivable), and notify Contract Services Section, the estimated cost of providing construction inspection for DISTRICT FACILITIES, in an amount as determined and approved by DISTRICT in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto, based upon the bonded value of DISTRICT FACILITIES.

6. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a complete list of all contractors and subcontractors to be performing work on PROJECT, including the corresponding license number and license classification of each. At such time, DEVELOPER shall further identify in writing its designated superintendent for PROJECT construction.

7. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, Furnish DISTRICT (Attention: Contract Services Section), with a construction schedule which shall show the order and dates in which DEVELOPER or DEVELOPER's contractor proposes to carry out the various parts of work, including estimated start and completion dates. As construction of PROJECT progresses, DEVELOPER shall update said construction schedule as requested by DISTRICT.

8. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, furnish DISTRICT (Attention: Contract Services Section), with a confined space entry procedure specific to PROJECT. The procedure shall comply with requirements contained in California Code of Regulations, Title 8, Section 5158, Other Confined Space Operations, Section 5157, Permit Required Confined Space and District Confined Space Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the issuance of a Notice to

Proceed, which shall be given by DISTRICT to DEVELOPER upon DISTRICT's and CITY's approval.

9. Upon DISTRICT's and CITY's approval of IMPROVEMENT PLANS, an original certificate of insurance evidencing the required insurance coverage shall be provided to DISTRICT (Attention: Contract Services Section) and CITY. At minimum, the procured insurance coverages should adhere to DISTRICT's required insurance provided in Exhibit "C", attached hereto and made a part hereof. DEVELOPER shall not commence construction until DISTRICT (Attention: Contract Services Section) and CITY have been furnished with original certificate(s) of insurance and original certified copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments. Failure to maintain the insurance required by this paragraph shall be deemed a material breach of this Agreement and shall authorize and constitute authority for DISTRICT, at its sole discretion, to provide written notice to DEVELOPER that DISTRICT is unable to perform its obligations hereunder, nor to accept responsibility for ownership, operation and maintenance of DISTRICT FACILITIES due, either in whole or in part, to said breach of this Agreement.

10. Aside from DISTRICT PROPERTY, which will be obtained in fee pursuant to the QUITCLAIM DEED, secure, at its sole cost and expense, all necessary licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements as may be needed for the construction, inspection, operation and maintenance of PROJECT.

11. Upon DISTRICT and CITY approval of IMPROVEMENT PLANS, or not less than twenty (20) calendar days prior to recordation of the final map for Tract Map Nos. 37388 and 37389-1 or any phase thereof, whichever occurs first, furnish DISTRICT (Attention: Plan Check Section) and CITY with sufficient evidence of DEVELOPER securing the necessary

licenses, agreements, permits, approvals, rights of way, rights of entry and temporary construction easements, as may be needed for the construction, inspection, operation and maintenance of PROJECT as determined and approved by DISTRICT and CITY.

12. Prior to the start on any portion of PROJECT construction, furnish DISTRICT (Attention: Plan Check Section) and CITY each with a set of final mylar plans of PROJECT and assign their ownership to DISTRICT and CITY respectively prior to the start on any portion of PROJECT construction.

13. After receiving DISTRICT's plan check, administrative, and rights of way clearance for PROJECT construction as set forth in Sections I.1 through I.13, notify DISTRICT (Attention: Construction Management Section) and CITY with twenty (20) calendar days written notice of intent to start of construction of PROJECT, and include PROJECT's Geotechnical Firm, Concrete Lab/Test Firm, D-Load test forms, Trench Shoring/False Work Calculations, Concrete Mix designs for DISTRICT's review and approval. Construction shall not begin on any element of PROJECT, for any reason whatsoever, until DISTRICT and CITY have issued to DEVELOPER a written Notice to Proceed authorizing DEVELOPER to commence construction of PROJECT. DISTRICT reserves the right to withhold issuance of the Notice to Proceed in accordance with Section IV.3.

14. Prior to commencing construction, furnish DISTRICT (Attention: Plan Check Section) and CITY with copies of all permits, approvals or agreements required by any federal, state or local resource and/or regulatory agency for the construction, operation and maintenance of PROJECT. Such documents include, but are not limited to, those issued by the U.S. Army Corps of Engineers, California Regional Water Quality Control Board, California State Department of Fish and Wildlife, State Water Resources Control Board and Western Riverside County Regional Conservation Authority ("REGULATORY PERMITS").

15. Not permit any change to or modification of DISTRICT and CITY approved IMPROVEMENT PLANS without the prior written permission and consent of DISTRICT and CITY.

16. Comply with all Cal/OSHA safety regulations including, but not limited to, regulations concerning confined space and maintain a safe working environment for DEVELOPER, DISTRICT and CITY employees on the site.

17. Upon receipt of DISTRICT's written Notice to Proceed, construct or cause to be constructed, PROJECT at DEVELOPER's sole cost and expense, in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

18. Within two (2) weeks of completing PROJECT construction, provide DISTRICT (Attention: Construction Management Section) and CITY with written notice that PROJECT construction is substantially complete, and request (i) DISTRICT conduct a final inspection of DISTRICT FACILITIES and (ii) CITY conduct a final inspection of CITY FACILITIES.

19. [INTENTIONALLY DELETED]

20. [INTENTIONALLY DELETED]

21. Upon completion of PROJECT construction, accept ownership, sole responsibility and all liability whatsoever for the operation and maintenance of DISTRICT FACILITIES and CITY FACILITIES until such time as (i) DISTRICT accepts ownership and responsibility for operation and maintenance of DISTRICT FACILITIES, and (ii) CITY accepts ownership and responsibility for operation and maintenance of CITY FACILITIES. DISTRICT FACILITIES and CITY FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT and CITY with respect to each entity's facilities. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES or CITY

FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

22. Upon completion of PROJECT construction but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, provide or cause its civil engineer of record or construction civil engineer of record, duly registered in the State of California, to provide DISTRICT (Attention: Construction Management Section) and CITY, with (i) soil compaction report(s) – stamped and wet signed by the geotechnical engineer, (ii) concrete testing report(s) – stamped and wet signed by the civil engineer of record, and (iii) a redlined "record drawings" copy of IMPROVEMENT PLANS. After DISTRICT approval of the redlined "record drawings", DEVELOPER's engineer shall schedule with DISTRICT a time to transfer the redlined changes onto DISTRICT's original mylars at DISTRICT's office; after which, the engineer shall review, stamp and sign the original IMPROVEMENT PLANS as "record drawings".

23. Ensure that all work performed pursuant to this Agreement by DEVELOPER, its agents or contractors is done in accordance with all applicable laws and regulations including, but not limited to, all applicable provisions of the Labor Code, Business and Professions Code and Water Code. DEVELOPER shall be solely responsible for all costs associated with compliance with applicable laws and regulations.

24. Pay, if suit is brought upon this Agreement or any bond guaranteeing the completion of PROJECT, all costs and reasonable expenses and fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all such costs, expenses and fees shall be computed as costs and included in any judgment rendered.

SECTION II

DISTRICT shall:

1. Review IMPROVEMENT PLANS and approve when DISTRICT has determined that such plans meet DISTRICT standards and are found acceptable to DISTRICT prior to the start of PROJECT construction.

2. Provide CITY an opportunity to review and approve IMPROVEMENT PLANS prior to DISTRICT's final approval.

3. Upon execution of this Agreement, record or cause to be recorded a copy of this Agreement in the Official Records of the Riverside County Recorder.

4. [INTENTIONALLY DELETED]

5. Endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) calendar days of receipt of DEVELOPER's complete written notice of intent to start of construction of PROJECT as set forth in Section I.13.; however, DISTRICT's construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

6. Reserve the right to withhold issuance of the Notice to Proceed pursuant to Section IV.3.

7. By execution of this Agreement, grant CITY the right to inspect PROJECT within DISTRICT PROPERTY.

8. Inspect construction of DISTRICT FACILITIES.

9. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all DISTRICT costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, and (iii) the processing and administration of this Agreement.

10. Keep an accurate accounting of all DISTRICT construction inspection costs and within forty-five (45) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

11. Upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of IMPROVEMENT PLANS as set forth in Section I.22, provide DEVELOPER with a reproducible duplicate copy of "record drawings" of IMPROVEMENT PLANS.

12. Prior to DISTRICT acceptance of ownership and responsibility for the operation and maintenance of DISTRICT FACILITIES, DISTRICT FACILITIES shall be in a satisfactorily maintained condition as solely determined by DISTRICT. If, subsequent to the inspection and, in the sole discretion of DISTRICT, DISTRICT FACILITIES are not in an acceptable condition, corrections shall be made at sole expense of DEVELOPER.

13. Upon completion of PROJECT construction, and upon acceptance by CITY of all rights of way deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT, but prior to DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation, and maintenance, convey, or cause to be conveyed to CITY the flood control easement(s) including ingress and egress, in a form approved by DISTRICT, pursuant to a QUITCLAIM DEED as set forth in Recital I. QUITCLAIM DEED shall be in a form approved by both DISTRICT and CITY and shall be executed by all legal and equitable owners of the property described in QUITCLAIM DEED.

14. Accept ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES upon (i) DISTRICT inspection of DISTRICT FACILITIES in accordance with Section I.18., (ii) DISTRICT acceptance of PROJECT construction as being complete; (iii) DISTRICT receipt of stamped and signed "record drawings" of PROJECT plans as set forth in Section I.22., (iv) DISTRICT FACILITIES fully functioning as a flood control drainage system as solely determined by DISTRICT, and (v) DISTRICT's sole determination that DISTRICT FACILITIES are in a satisfactorily maintained condition.

15. Upon DISTRICT acceptance of DISTRICT FACILITIES, provide CITY with a reproducible duplicate copy of "record drawings" of constructed DISTRICT FACILITIES along with a written notice that PROJECT is complete and requesting CITY to release bonds held for DISTRICT FACILITIES upon (i) DISTRICT acceptance of PROJECT construction as being complete, and (ii) DISTRICT receipt of stamped and signed "record drawing" of DISTRICT FACILITIES plans as set forth in Section I.22.

SECTION III

CITY shall:

1. Review IMPROVEMENT PLANS and approve when CITY has determined that such plans meet CITY standards and are found acceptable to CITY prior to the start of PROJECT construction.

2. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.4., for the estimated cost for construction of DISTRICT FACILITIES as determined by DISTRICT and of CITY FACILITIES as determined by CITY and hold said bonds as provided in this Agreement. The bonds shall remain in full force and effect until DISTRICT FACILITIES are accepted by DISTRICT and CITY FACILITIES are accepted by CITY as complete. Both bonds shall be subscribed by an

Admitted Surety Insurer, which is authorized to transact surety insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or larger. Should any bond or surety become insufficient, DEVELOPER shall furnish a new bond within ten (10) calendar days after receiving notice from CITY. CITY shall not release said bonds until DISTRICT provides CITY with a reproducible duplicate copy of "record drawings" and written notification as set forth in Section II.15

3. Request DEVELOPER update the construction schedule as deemed necessary.

4. Inspect PROJECT construction.

5. Keep an accurate accounting and submit periodic invoices to DEVELOPER of all CITY costs associated with (i) the review and approval of IMPROVEMENT PLANS, (ii) the review and approval of right of way and conveyance documents, and (iii) the processing and administration of this Agreement.

6. Keep an accurate accounting of all CITY construction inspection costs and within forty-five (45) calendar days after CITY acceptance of CITY FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit as set forth in Section I.5. exceeds such inspection costs, DISTRICT shall reimburse DEVELOPER the excess amount within sixty (60) calendar days after DISTRICT acceptance of DISTRICT FACILITIES as being complete.

7. [INTENTIONALLY DELETED]

8. [INTENTIONALLY DELETED]

9. Accept ownership and sole responsibility for the operation and maintenance of CITY FACILITIES upon (i) DISTRICT acceptance of DISTRICT FACILITIES for ownership, operation and maintenance, (ii) CITY's final inspection of CITY FACILITIES,

and (iii) CITY's sole determination that CITY FACILITIES are in a satisfactorily maintained condition.

10. Release occupancy permits in accordance with the approved conditions of approval for Tract Map Nos. 37388 and 37389-1.

11. Upon DISTRICT and CITY acceptance of PROJECT construction as being complete, accept sole responsibility for the adjustment of all PROJECT manhole rings and covers located within CITY rights of way which must be performed at such time(s) that the finished grade along and above the underground portions of DISTRICT FACILITIES are improved, repaired, replaced or changed. It being further understood and agreed that any such adjustments shall be performed at no cost to DISTRICT.

SECTION IV

It is further mutually agreed:

1. All construction work involved with PROJECT shall be inspected by DEVELOPER, DISTRICT and CITY but shall not be deemed complete until DISTRICT and CITY mutually agree in writing that construction of PROJECT is completed in accordance with DISTRICT and CITY approved IMPROVEMENT PLANS.

2. DISTRICT and CITY personnel may observe and inspect all work being done on DISTRICT FACILITIES and CITY FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER's contractor(s) during the construction of PROJECT.

3. If DEVELOPER fails to commence construction of PROJECT within twenty-four (24) consecutive months after execution of this Agreement, then DISTRICT reserves the right to withhold issuance of the Notice to Proceed after this period of time pending a review of the existing site conditions as they exist at the time DEVELOPER provides written notification

to DISTRICT of the start of construction as set forth in Section I.13. In the event of a change in the existing site conditions that materially affects PROJECT function or DISTRICT's ability to operate and maintain DISTRICT FACILITIES, DISTRICT may require DEVELOPER to modify IMPROVEMENT PLANS as deemed necessary by DISTRICT.

4. If DEVELOPER fails to complete construction of PROJECT within twelve (12) consecutive months after commencement of construction of PROJECT, it is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for CITY to perform the remaining work on PROJECT and require DEVELOPER's surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for any DISTRICT costs incurred. DISTRICT may withhold acceptance for ownership and sole responsibility for the operation and maintenance of DISTRICT FACILITIES unless and until DEVELOPER performs all obligations under this Agreement.

5. In the event DEVELOPER wishes to expedite issuance of a Notice to Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at DEVELOPER's sole cost and expense. DEVELOPER shall furnish appropriate documentation of the individual's credentials and experience to DISTRICT for review and, if appropriate, approval. DISTRICT shall review the individual's qualifications and experience, and upon approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be authorized to act on DISTRICT's behalf on all DISTRICT FACILITIES construction and quality control matters. If DEVELOPER's initial construction inspection deposit furnished pursuant to Section I.3. exceeds Ten Thousand Dollars ($10,000), DISTRICT shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER's initial inspection deposit within forty-five (45) calendar

days of DISTRICT's approval of DEPUTY INSPECTOR; however, a minimum balance of Ten Thousand Dollars ($10,000) shall be retained on account.

6. PROJECT construction work shall be on a five (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT or CITY designated legal holidays, unless otherwise approved in writing by DISTRICT and CITY. If DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or on DISTRICT or CITY designated legal holidays, DEVELOPER shall make a written request for permission from DISTRICT and CITY to work the additional hours. The request shall be submitted to DISTRICT and CITY at least seventy-two (72) hours prior to the requested additional work hours and state the reasons for the overtime and the specific time frames required. The decision of granting permission for overtime work shall be made by DISTRICT and CITY at their sole discretion and shall be final. If permission is granted by DISTRICT and CITY, DEVELOPER will be charged the cost incurred at the overtime rates for additional inspection time required in connection with the overtime work in accordance with County of Riverside Ordinance Nos. 671 and 749, including any amendments thereto.

7. DEVELOPER shall indemnify, defend and hold harmless and require DEVELOPER's construction contractor(s) to identify, defend and hold harmless DISTRICT, the County of Riverside, and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) (individually and collectively hereinafter referred to as "Indemnitees") from any liability, action, claim or damage whatsoever, based or asserted upon any acts, omissions, or services of DEVELOPER and DEVELOPER's construction contractor(s), (including their respective officers, employees, subcontractors, agents or representatives) (individually and collectively hereinafter referred to as "Indemnitors") arising

out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever. DEVELOPER or DEVELOPER's construction contractor(s) shall defend, at its sole expense, all costs and fees, (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards), in any claim or action based upon such alleged acts or omissions. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of the Agreement.

8. With respect to any action or claim subject to indemnification herein by DEVELOPER, DEVELOPER shall, at its sole cost, have the right to use counsel of its own choice and may adjust, settle, or compromise any such action or claim only with the prior consent of DISTRICT, the County of Riverside or CITY. Any such adjustment, settlement or compromise shall not in any manner whatsoever limit or circumscribe DEVELOPER's indemnification obligations to Indemnitees as set forth herein.

9. DEVELOPER's and DEVELOPER's construction contractor(s) indemnification obligation hereunder shall be satisfied when DEVELOPER and DEVELOPER's construction contractor(s) has provided to DISTRICT, the County of Riverside and CITY the appropriate form of dismissal relieving DISTRICT, the County of Riverside or CITY from any liability for the action or claim involved.

10. The specified insurance limits required in this Agreement shall in no way limit or circumscribe DEVELOPER's and DEVELOPER's construction contractor(s) obligations to indemnify and hold harmless Indemnitees from third party claims.

11. In the event there is conflict between this section and California Civil Code Section 2782, this section shall be interpreted to comply with California Civil Code Section 2782.

Such interpretation shall not relieve DEVELOPER and DEVELOPER's construction contractor(s) from indemnifying Indemnitees to the fullest extent allowed by law.

12. DEVELOPER for itself, its successors and assigns hereby releases DISTRICT, the County of Riverside and CITY (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions, or suits of any kind arising out of any liability, known or unknown, present or future, including but not limited to any claim or liability, based or asserted, pursuant to Article I, Section 19 of the California Constitution, the Fifth Amendment of the United States Constitution, or any other law or ordinance which seeks to impose any other liability or damage, whatsoever, for damage caused by the discharge of drainage within or from PROJECT. Nothing contained herein shall constitute a release of DEVELOPER by DISTRICT, County of Riverside, or CITY, (including each of their respective Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives) from any and all claims, demands, actions or suits of any kind arising out of any liability, known or unknown, present or future, for the negligent maintenance of PROJECT by DEVELOPER after the acceptance of PROJECT by DISTRICT or CITY.

13. Any waiver by any Party hereto of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any Party hereto to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof or estopping such Party from enforcement hereof.

14. Any and all notices sent or required to be sent to the Parties of this Agreement will be mailed by first class mail, postage prepaid, to the following addresses:

To DISTRICT: RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
1995 Market Street
Riverside, CA 92501
Attn: Contracts Services Section

To CITY: CITY OF BANNING
99 E. Ramsey Street
Banning, CA 92220
Attn: Nathan Smith

To DEVELOPER: TRI POINTE HOMES IE-SD, INC.
1250 Corona Pointe Court, Suite 600
Corona, CA 92876
Attn: Michael Heishman

15. This Agreement is to be construed in accordance with the laws of the State of California. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.

16. Any action at law or in equity brought by any of the Parties hereto for the purpose of enforcing a right or rights provided for by the Agreement, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the Parties hereto waive all provisions of law providing for a change of venue in such proceedings to any other county.

17. This Agreement is the result of negotiations between the Parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no importance or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

18. The provisions of this Agreement are solely for the benefit of the Parties, and not for the benefit of any third party. Accordingly, no third party shall have any right or action based on the provisions of this Agreement.

19. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

20. No Party shall assign this Agreement without the written consent of all other Parties. Any attempt to delegate or assign any interest herein without written consent of all other Parties shall be deemed void and of no effect.

21. In the event DEVELOPER sells Tract Map Nos. 37388 and 37389-1, DEVELOPER shall notify DISTRICT and CITY of any such transfer or assignment in writing no later than thirty (30) calendar days from the date of the sale. DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties in this Agreement until DISTRICT, CITY, DEVELOPER and the new owner(s) of Tract Map Nos. 37388 and 37389-1 fully execute an assignment and assumption agreement that transfers all DEVELOPER's rights, duties or obligations in this Agreement to the new owner(s) of Tract Map Nos. 37388 and 37389-1.

22. The individual(s) executing this Agreement on behalf of DEVELOPER certify that they have the authority within their respective company(ies) to enter into and execute this Agreement and have been authorized to do so by all boards of directors, legal counsel, and/or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering into this Agreement.

23. This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and

contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the Parties hereto.

24. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on August 30, 2022.
(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By _____
JASON E. UHLEY
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**

By _____
KAREN SPIEGEL, Chair
Riverside County Flood Control and Water Conservation District Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

By _____
STEPHANIE NELSON
Deputy County Counsel

ATTEST:

KECIA HARPER
Clerk of the Board

By _____
Deputy

(SEAL)

[Signed in Counterpart]

Cooperative Agreement:
West Pershing Channel, Stage 5
Project No. 5-0-00150-5
Tract Map Nos. 37388 and 37389-1
AK:blm
07/25/22

RECOMMENDED FOR APPROVAL:

By _____
DOUGLAS SCHULZE
City Manager

**CITY OF BANNING**

By _____
COLLEEN WALLACE
Mayor Pro Tem

APPROVED AS TO FORM:

By _____
SERITA R. YOUNG
Assistant City Attorney

ATTEST:

By _____
S. CAROLINE PATTON
Deputy City Clerk

(SEAL)

Cooperative Agreement:
West Pershing Channel, Stage 5
Project No. 5-0-00150-5
Tract Map Nos. 37388 and 37389-1
AK:blm
07/25/22

**TRI POINTE HOMES IE-SD, INC.,**
a California corporation

By _____
MICHAEL C. TAYLOR
Division President

(ATTACH NOTARY WITH CAPACITY STATEMENT)

Cooperative Agreement:
West Pershing Channel, Stage 5
Project No. 5-0-00150-5
Tract Map Nos. 37388 and 37389-1
AK:blm
07/25/22

## ACKNOWLEDGMENT

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

State of California
County of Riverside )

On August 1, 2022 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

LORETTA SAGINARIO-BALLOU
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2345890
RIVERSIDE COUNTY
My Comm. Exp. February 9, 2025

Signature Loretta Saginario-Ballou (Seal)

# TABLE 1

| County of Riverside Assessor Parcel Number (APN) | DISTRICT Parcel Number |
|---|---|
| 537253033 | 5150-1 |
| 419060008 | 5150-2 |
| 419060008 | 5150-3A |
| 419020014 (District) | 5150-3B |
| 419020013 (District) | 5150-3C |
| 408570033 | 5150-4A |
| 408570033 | 5150-4B |
| 408570032 | 5150-5A |
| 408570032 | 5150-5B |

# Exhibit "A"

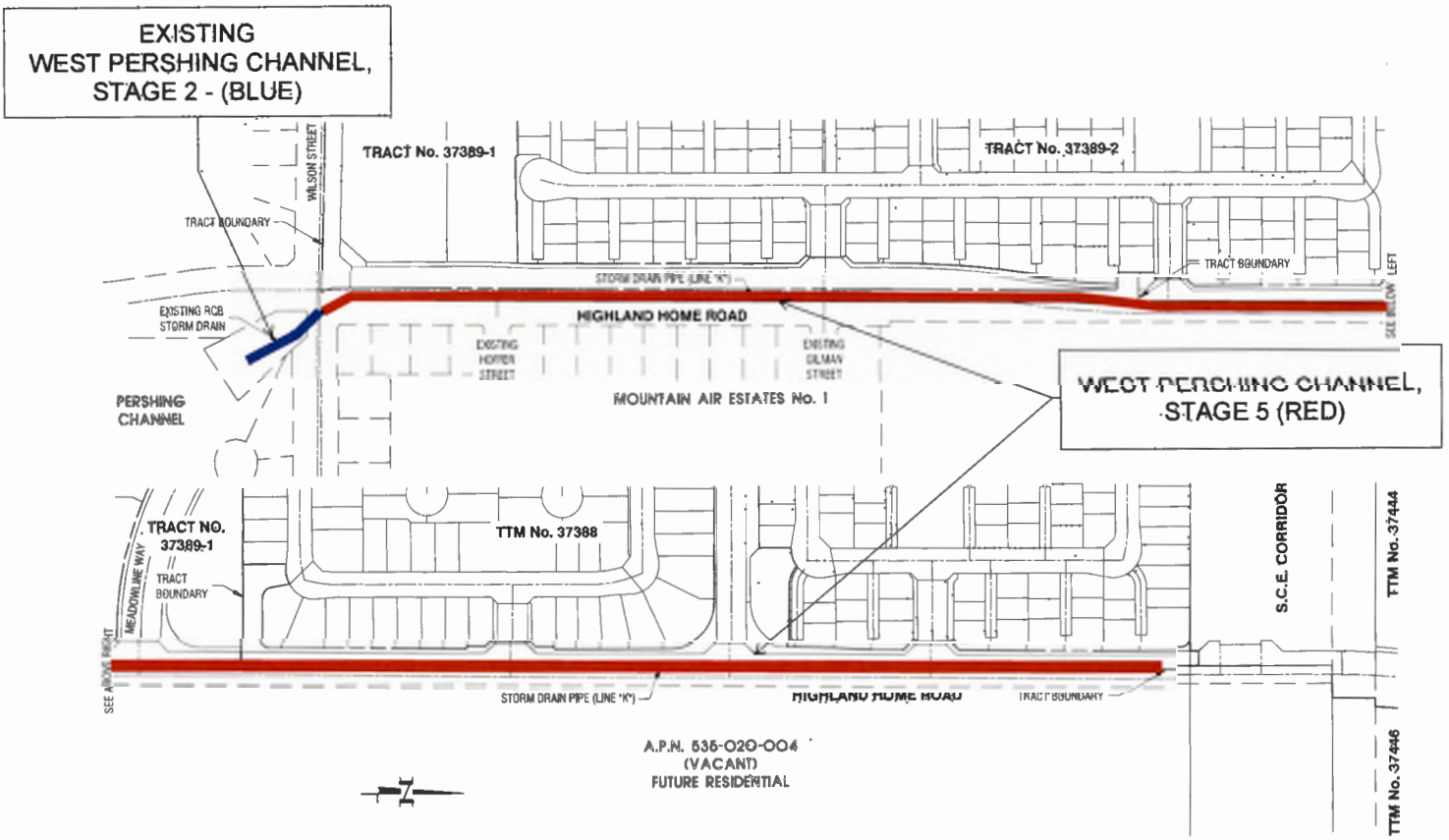
**LEGAL DESCRIPTION**

Real property in the City of Banning, County of Riverside, State of California, described as follows:

LOTS 3, 4, 9 THROUGH 17, 20, 21, 22 AND LETTERED LOTS A THROUGH E AND I THROUGH O OF TRACT NO. 35966, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 473, PAGES 94 THROUGH 107, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 408-570-003 and 408-570-004 and 408-570-009 through 017 and 408-570-020 through 030

# EXHIBIT "B"




COOPERATIVE AGREEMENT
WEST PERSHING CHANNEL, STAGE 5
TRACT MAP NO.: 37389-1
PROJECT NO.: 5-0-00150-5

# EXHIBIT "C"

DISTRICT's Insurance Requirements is as follows:

Without limiting or diminishing DEVELOPER's obligation to indemnify or hold DISTRICT harmless, DEVELOPER shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the DISTRICT herein refers to the Riverside County Flood Control and Water Conservation District, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

A. Workers' Compensation:
If CITY has employees as defined by the State of California, DEVELOPER shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than $1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of DISTRICT.

B. Commercial General Liability:
Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of DEVELOPER 's performance of its obligations hereunder. Policy shall name the DISTRICT as Additional Insured. Policy's limit of liability shall not be less than $2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DEVELOPER shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than $1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the DISTRICT as Additional Insureds.

D. Professional Liability:
DEVELOPER shall cause any architect or engineer retained by DEVELOPER in connection with the performance of DEVELOPER 's obligations under this Agreement to maintain Professional Liability Insurance providing coverage for the performance of their work included within this Agreement, with a limit of liability of not less than $1,000,000 per occurrence and $2,000,000 annual aggregate. DEVELOPER shall require that, if such Professional Liability

Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and that such architect or engineer shall purchase at such architect or engineer's sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that such architect or engineer has maintained continuous coverage with the same or original insurer. Coverage provided under items: 1), 2) or 3) shall continue for the term specified in the insurance policy as long as the law allows.

E. General Insurance Provisions – All Lines:

a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the DISTRICT Risk Manager. If the DISTRICT's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b. The DEVELOPER must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds $500,000 per occurrence each such retention shall have the prior written consent of the DISTRICT Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention deemed unacceptable to the DISTRICT, and at the election of the DISTRICT's Risk Manager, DEVELOPER 's carriers shall either: 1) reduce or eliminate such self-insured retention with respect to this Agreement with DISTRICT, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

c. DEVELOPER shall cause their insurance carrier(s) or its contractor's insurance carrier(s), to furnish DISTRICT with 1) a properly executed original certificate(s) of insurance and certified original copies of endorsements effecting coverage as required herein; and 2) if requested to do so orally or in writing by the DISTRICT Risk Manager, provide original certified copies of policies including all endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that a minimum of thirty (30) days written notice shall be given to the DISTRICT prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. If DEVELOPER insurance carrier(s) policies does not meet the minimum notice requirement

found herein, DEVELOPER shall cause DEVELOPER 's insurance carrier(s) to furnish a 30-day Notice of Cancellation Endorsement.

d. In the event of a material modification, cancellation, expiration or reduction in coverage, this Agreement shall terminate forthwith, unless DISTRICT receives, prior to such effective date, another properly executed original certificate of insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto, evidencing coverages set forth herein and the insurance required herein is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the certificate of insurance.

e. It is understood and agreed by the parties hereto that DEVELOPER 's insurance shall be construed as primary insurance, and DISTRICT's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

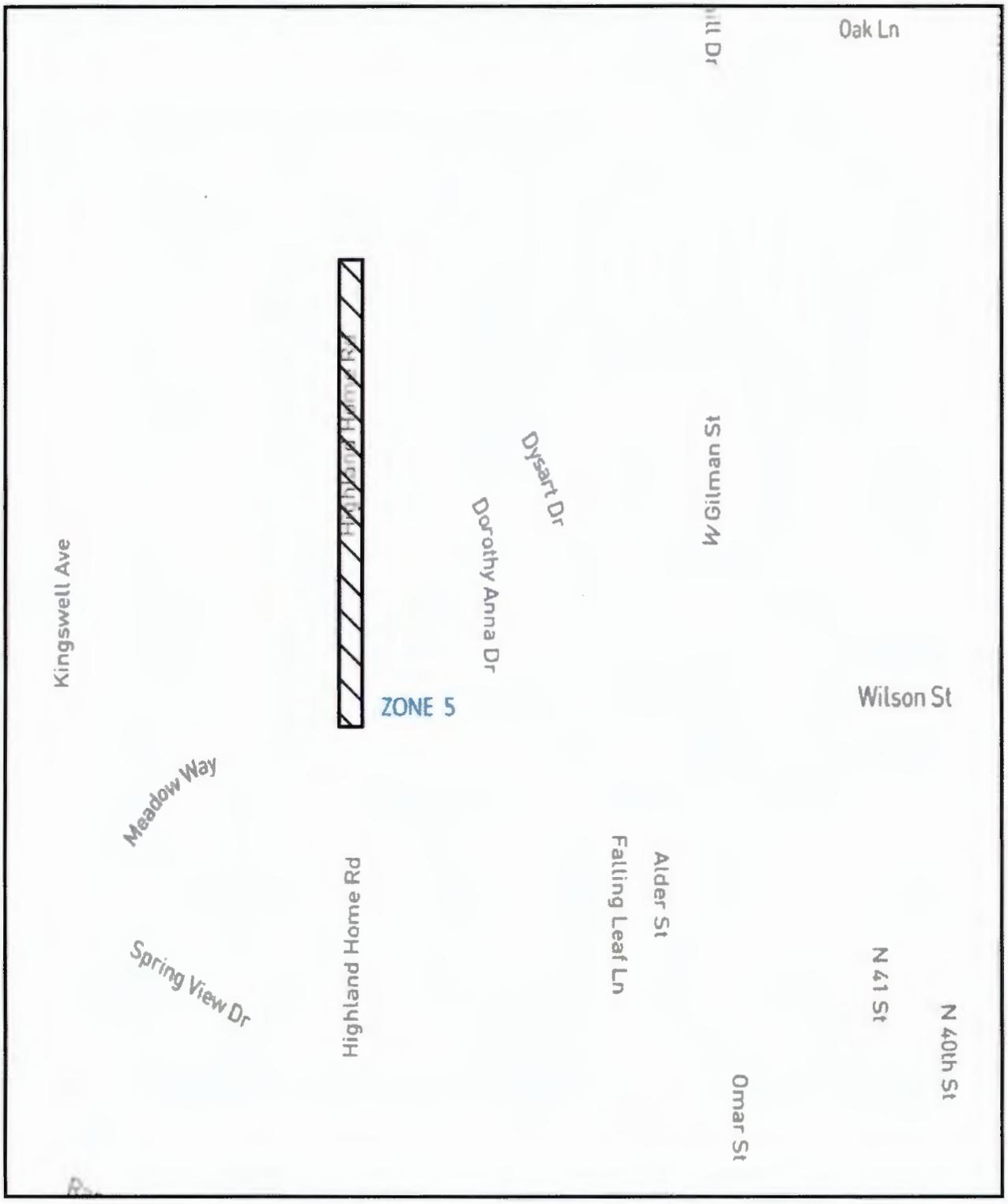
f. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or there is a material change in the equipment to be used in the performance of the scope of work which will add additional exposures (such as the use of aircraft, watercraft, cranes, etc.); or the term of this Agreement, including any extensions thereof, exceeds five (5) years, DISTRICT reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverages currently required herein, if, in the DISTRICT Risk Manager's reasonable judgment, the amount or type of insurance carried by CITY has become inadequate.

g. DEVELOPER shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

h. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to DISTRICT.

i. DEVELOPER agrees to notify DISTRICT of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

# EXHIBIT "D"




**COOPERATIVE AGREEMENT**
WEST PERSHING CHANNEL, STAGE 5
TRACT MAP NOS.: 37388 and 37389-1
PROJECT NO.: 5-0-00150-5

**Recording Requested by:**
City of Banning
P.O. Box 998
Banning, CA 92220

Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, CA 92501

NO FEE (GOV. CODE 6103)

West Pershing Channel, Stage 5 Line K
Project No. 5-0-00150
Tract No. 37389-1
APN: 537-253-033, 419-060-008,
408-671-010 and 408-662-025

SPACE ABOVE THIS LINE FOR RECORDER'S USE
**The undersigned grantor(s) declare(s)**
DTT: - 0 - THE CONVEYANCE IS TO A GOVERNMENTAL ENTITY OR POLITICAL SUBDIVISION R&T 11922

RCFC Parcel Nos. 5150-1B, 2, 3A,
3B, 3C, 4A, 4B, 5A, 5B and 5C

# QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, a body corporate and politic ("District")**, hereby remise, release and forever quitclaim, the **CITY OF BANNING, a public body corporate and politic ("City")**, subject to the reservations set forth below, all of its rights, title and interest to that certain real property, situated in the city of Banning, County of Riverside, State of California, described in Exhibits "A" and "C" and shown on Exhibit "B", attached hereto and made a part hereof ("The Property").

**RESERVING THEREFROM** unto the District, a perpetual non-exclusive easement for rights to operate and maintain the District's existing underground storm drain facility, shown on District Drawing Nos. 5-0243 and 5-0131, including access, reconstruction, alteration, inspection, repair, and removal of storm drain facilities, together with all necessary appurtenances thereto, thereof, over, under and across The Property, however, that in making any excavation on The Property, the District shall do so in such a manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground to as near the same condition as it was prior to such excavation as is practicable.

**RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT**,
a body corporate and politic

Date _____

By: _____
MANUEL PEREZ, Chair
Riverside County Flood Control and Water Conservation Board of Supervisors

STATE OF CALIFORNIA )
)ss
COUNTY OF RIVERSIDE )

On_____, 2025 before me, _____, Board Assistant, personally appeared **Manuel Perez**, who provided to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument; and that a copy of this paper, document or instrument has been delivered to the chairperson.

I certify under the penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal

KIMBERLY RECTOR
Clerk of the Board of Supervisors

By: _____
Deputy (Seal)

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

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

**FROM:** **Arturo Vela, Interim City Manager**

**PREPARED BY:** **Lisa Rossi, Human Resources Director**
**Art Vela, Interim City Manager**

**MEETING DATE:** **January 13, 2026**

**SUBJECT:**

**Consideration of Resolution 2026-06, Amending the Classification and Compensation Plan, Position Reclassification (Senior Planner)**

---

## RECOMMENDATION:

Adopt Resolution 2026-06

## 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:**

Community Development Department

Reclassify the **Associate Planner (Job Code 3020) Grade T68** to **Senior Planner (Job Code 30014) Grade T81**. This adjustment reflects the elevated technical demands and expanded scope of the role. As a single-classification position, the Senior Planner will provide critical oversight for the Community Development Department's daily operations, specifically managing high-stakes, complex planning initiatives. This realignment ensures the compensation is commensurate with the advanced analytical expertise and mastery of local, state, and federal regulatory frameworks required for the position.

## FISCAL IMPACT:

Fiscal Impact – Funding from General Fund (Community Development Department budget)

| Position/Range | Current Salary | Proposed Salary | Proposed Base Wage Difference |
|---|---|---|---|

| | | | |
|---|---|---|---|
| Associate Planner (T68) | $100,838.40 | | |
| Senior Planner (T81) | | $102,750.36 | |
| *Total Annual Fiscal Impact* | | | *$1911.96* |

**ALTERNATIVES:**

Do not adopt Resolution 2026-06 and provide alternative direction to staff.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Consideration of Resolution 2026-06, .docx
2. Senior Planner. 2021.02.09_Revised.docx

**RESOLUTION 2026-06**

**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 | Associate Planner (Community Development group) | 1 |
| | Senior Planner (Community Development group) | 1 |

SECTION 2. The City Council approves the new position of Senior Planner effective Fiscal Year 2025-2026.

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 13th of January 2026.

Richard Royce, 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 2026-06, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**Exhibit A**
Job Descriptions

# JOB DESCRIPTION

| | |
|---|---|
| **TITLE:** Senior Planner | **JOB CODE: 3050** |
| **DEPARTMENT:** Community Development | **FLSA STATUS:** Exempt |
| **REPORTS TO:** Community Development Director | **UNION STATUS:** Represented |
| **SUPERVISES:** n/a | **EFFECTIVE DATE:** 06/26/2018 |
| **SALARY: T81** | **REVISED DATE:** 01/26/2021 |

**JOB PURPOSE/SUMMARY**

Under general direction, performs a variety of senior level professional planning duties associated with the City's planning function.

**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.

**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.

**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.*

- Oversees the day-to-day activities of the Planning Division of the Community Development Department, with special emphasis on complex planning projects in the City's redevelopment agency project area.
- Provides information and conducts presentations on proposed complex current and long-range planning projects for the Planning Commission, City Council, Economic Development Committee and Land Development Task force.
- Ensures the orderly development of the community consistent with the City's General Plan, Development Code and the goals, policies and objectives of the City Council.
- Evaluates land use proposals to ensure compliance with City, State and Federal laws and ordinances.
- Communicates with developers regarding the development process.
- Provides recommendations to developers regarding land use proposals.
- Oversees, monitors and directs the office operations of assigned staff, including identifying, developing and implementing new employee and ongoing staff training.
- Conducts formal performance evaluation of assigned staff.
- Assigns, tracks and reviews work assignments and progress.
- Prioritizes and assigns special projects.
- Performs other duties as assigned or required.

**KNOWLEDGE:**

- Knowledge of applicable City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and regulations.
- Knowledge of municipal planning trends and concepts.
- Knowledge of statistical analysis and mathematical concepts related to planning.
- Knowledge of terminology, symbols, methods and techniques used in planning and map drafting.
- Knowledge of the application in which General Plans and Zoning Codes are applied.
- Knowledge in the evaluation and analysis of various land use/development applications

**ABILITY TO:**

- Read, understand, interpret, and apply relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Speak clearly and concisely to a wide variety of constituents.
- Prepare public hearing staff reports, including visual presentations, and present to Commissions, Boards, and Elected Bodies, such as City Council and the Board of Supervisors.
- Assess and prioritize multiple tasks, projects and demands.
- Work with deadlines to complete projects and assignments.
- Assess, analyze, identify, and implement solutions to complex problems.
- Establish and maintain effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of standard and specialized software.

**PREFERRED QUALIFICATIONS**

A Bachelor's Degree in Urban Planning, Architecture, Geography, or other related field or related field AND five (5) years of planning and development experience that includes two (2) years of management and/or supervision, OR an equivalent combination of education and experience. A Master's Degree in Urban Planning, Architecture, Geography is preferred.

**LICENSE AND CERTIFICATION REQUIREMENTS**

- Valid Class C California Driver License.
- Successful completion of a pre-employment background check is required.
- Member of the American Institute of Certified Planners (AICP)

**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.*

The regular work schedule is generally Monday through Friday, flexible start time, but may include some weekends for special events. May be required to work outside the traditional work schedule. 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. Occasional attendance at meetings before or after regular work hours is required.

**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.

Work is primarily performed in an office environment requiring prolonged sitting or standing; walking, kneeling, crouching, squatting, stooping, and bending; inputting data into a computer terminal; exposure to computer glare, vibrations, and pitch; lifting, carrying, and regularly lift and/or move up to ten (10) pounds, frequently lift and/or move up to twenty-five (25) pounds in weight; use hands to finger, handle or feel; reach with hands and arms and have mobility, vision, hearing, and dexterity levels appropriate to the duties to be performed.

*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:** **Art Vela, Interim City Manager**
**Lisa Rossi, Human Resources Director**

**MEETING DATE:** **January 13, 2026**

**SUBJECT:** **Consideration of Resolution 2026-08, Amending the Classification and Compensation Plan, Adding a Homeless Services Coordinator**

---

**RECOMMENDATION:**

Adopt Resolution 2026-08

**BACKGROUND:**

On June 24, 2025 City Council approved Resolution 2025-96 that directs and authorizes the City Manager to defund the positions of Homeless Service Director and Case Manager Specialist. Additionally, Resolution 2025-96 directs the City Manager to decommission Opportunity Village, which is set to close on January 9, 2026.

The City has identified the need to have a position within the City that will work on various homeless initiatives and activities as described in the attached Homeless Service Coordinator job description.

**JUSTIFICATION:**

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 City needs.

**FISCAL IMPACT:**

The proposed salary for the Homeless Services Coordinator (Range G61) is $61,487.48 - $83,185.03. Funding will be appropriated, as needed, and funded from Fund 001-2210 (General Fund - Police).

Defunding of the Homeless Services Director and Case Manager Specialist provides a savings to the City of approximately $600,000.

**ALTERNATIVES:**

1. Approve Resolution 2026-08 with modifications
2. Do not approved Resolution 2026-08 and provide alternate direction.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Resolution 2026-08.docx
2. Resolution 2025-96.pdf
3. Job Description - Homeless Services Coordinator.pdf

**RESOLUTION 2026-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING, ADDING A HOMELESS SERVICES COORDINATOR**

**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:

| | | |
|---|---|---|
| Add | Homeless Services Coordinator (G61) | 1.0 |

SECTION 2. The City Council approves the new position of Homeless Services Coordinator effective Fiscal Year 2025-2026.

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 13th of January 2026.

Richard Royce, 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 2026-08, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**Exhibit A**
Job Descriptions

**RESOLUTION 2025-96**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING BUDGET ADJUSTMENTS RELATED TO OPPORTUNITY VILLAGE**

**WHEREAS**, Opportunity Village is funded through the city and community and was provided housing for people in the City of Banning with the goal of providing transitional housing and client case management for individuals in need; and,

**WHEREAS**, the City of Banning strives to provide safe housing; and,

**WHEREAS,** the City of Banning is committed to helping low-income or at risk and unhoused individuals obtain and retain resources to meet their housing needs.

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

SECTION 1. The City Council authorizes the City Manager to make necessary changes, and to make budget adjustments with the California Department of Housing and community Development. The City Manager is authorized to reduce staff and defund the position of Homeless Services Director and Case Manager Specialist.

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary adjustments to contract services for the unhoused, including, but not limited to lease agreements for rent, along with utilities payments and the purchase of household items. The dismantlement of Opportunity Village along with the selling or auctioning of Opportunity Village assets.

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.

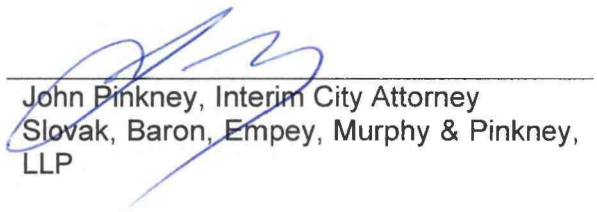
**PASSED, APPROVED AND ADOPTED** this 24th day of June, 2025.

Sheri Flynn, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Administrative City Clerk
City of Banning

**APPROVED AS TO FORM:**



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

**CERTIFICATION:**

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-96, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of June, 2025 by the following vote, to wit:

AYES: Barrington, Flynn, and Royce.

NOES: Miller and Wallace.

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

# JOB DESCRIPTION

| | |
|---|---|
| **TITLE:** Homeless Services Coordinator | **JOB CODE:** 1121 |
| **DEPARTMENT:** City Manager | **FLSA STATUS:** Non-Exempt |
| **REPORTS TO:** CITY MANAGER | **UNION STATUS:** Represented |
| **SUPERVISES:** None | **EFFECTIVE DATE:** 01/13/2026 |
| **SALARY:** G61 | **REVISED DATE:** |

**JOB PURPOSE/SUMMARY**

Under general supervision, develops and administers the City's homeless policies and programs. Engages regularly with other City departments in addressing social inequities and works with underserved communities. This position is also responsible for policy and programmatic work, grant administration, as well as in-the-field work with frontline practitioners.

This class is characterized by the responsibility to develop, manage, and coordinate the policies, and programs. Incumbents represent the City or their Department before City Council, City Manager, Commissions, community groups, other City staff and 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**

- **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.
- **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.*

- Participates in the daily functions, operations, and activities of the City's homelessness programs.
- Develops and delivers street outreach and services, homelessness prevention, and rapid re-housing program options.
- Analyzes the social determinants of homelessness to measure the impact of related programs, policies, and to justify funding with measurable results.
- Writes and presents information and reports to committees, commissions, the City Council, and other agencies, consultants, groups and nonprofit organizations.
- Develops policies, public communications, and designs strategies for outreach and engagement efforts.
- Develops public understanding in support of homeless programs by utilizing public input and engagement.
- Collaborates with other local businesses, non-profits, and community groups in the coordination and delivery of services for the homeless.
- Serves as City liaison on homeless issues to civic groups, community, philanthropic organizations and individuals.
- Establishes relationships with neighboring jurisdictions and governmental agencies.
- Prepares and monitors project and program budgets and expenditures.
- Measures the efficiency and effectiveness of programs.
- Ensures compliance with Federal, State, and local housing regulations.
- Assists the City of Banning Homeless Advisory Committee.
- Completes special projects as requested by the City Manager.
- Performs other related duties as assigned.

**KNOWLEDGE OF:**

- Basic knowledge of service provisions to the homeless; working knowledge of social, economic, and political issues relevant to low-income communities; and trends in the field of homelessness and social services.
- Homeless services strategies, program administration and resources, including methods for business attraction and retention.
- The principles and practices of researching and analyzing the economic feasibility of programs and projects.
- Methods of financing homeless projects.
- Request for Proposal/Qualification planning, development, administration, evaluation, and contract development.
- The principles and practices of grant writing, application, and administration.
- The principles of work plan development and implementation.
- The functions and relationships between private and public sector groups that serve the homeless populations ; principles and practices of developing and nurturing collaborative partnerships.
- The principles, practices and techniques of research and statistical analysis.
- The principles and practices of financial forecasting, budget preparation and budget administration.
- Federal, state and local policies, laws, rules, and regulations relating to homelessness and financing.

- Local government organizational structure, functions, and management.
- Community outreach, advocacy and public education.
- Cycles of poverty and/or homelessness.
- City organization, operations, policies and procedures.
- 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.
- City, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Principles of file and records management.
- Principles of customer service and assistance.

**ABILITY TO:**

- Planning, organizing and promoting homelessness strategies, programs and related activities.
- Researching, analyzing and preparing technical funding proposals, contracts, and financial reports.
- Assessing community needs and evaluating programs using outcome data to determine effectiveness of program components and recommending program modifications as necessary.
- Researching, analyzing, interpreting and presenting findings on complex data, documents, technical studies, leases, agreements, contracts and other data and documents related to homeless projects and programs.
- Administering grant and contract activities to ensure compliance.
- Establishing and maintaining cooperative working relationships with City and County officials and private and public entities.
- Evaluating and recommending changes to policies, practices, and procedures.
- Analyzing problems and identifying alternative solutions, project consequences of proposed actions and implementing recommendations in support of goals.
- Interpreting and applying complex federal, state and local policies, laws, rules, and regulations.
- Working effectively with business leaders, financial institutions, citizen groups and department managers.
- Working effectively in time-sensitive situations to meet deadlines; coordinating multiple projects and complex tasks concurrently.
- Exercising sound independent judgment and demonstrating initiative and creativity, with minimal supervision.
- Communicating complex material clearly, logically, and concisely, both orally and in writing, including public presentations to large and small audiences.
- Read, understand, interpret and apply relevant City, County, State and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Take direction and work under general supervision, ability to work effectively under stress and conflict, flexibility to adapt to changing situations, and ability to maintain client confidentiality.
- Proven ability to stay organized in administrative functions and meet deadlines.
- Proven ability to conduct all interactions in a highly ethical manner, demonstrating a high level of integrity.
- To work independently or as part of a team.
- Assess and prioritize multiple tasks, projects and/or demands.
- Work within deadlines to complete projects and assignments.
- Assess, analyze, identify and implement solutions to complex problems.
- Establish and maintain effective working relations with co-workers, staff, community partners, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Operate a personal computer utilizing a variety of software applications.

**MINIMUM QUALIFICATIONS:**

Bachelor's degree in Public Policy, Social Sciences, Public Health, Public Administration, or a related field; and four (4) years of progressively responsible experience in the development, delivery, monitoring, or evaluation of community programs with at least two (2) years of experience working with the homeless ; or

an equivalent combination of education, experience and training sufficient to successfully perform the essential duties of the job such as those listed above.

**LICENSE AND CERTIFICATION REQUIREMENTS:**

- A valid State of California driver's license is required.

**PHYSICAL REQUIREMENTS**

Employees work under typical office conditions and the noise level is usually quiet. Employees are regularly required to sit; talk or hear, both in person and by telephone ; use hands to finger, handle and feel computers and standard business equipment; and reach with hands and arms. The employee is frequently required to stand and walk. Employee is required to maintain a flexible work schedule in order to provide staff support after normal business hours and weekends, as directed.

*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:** | **Ralph Wright, Parks and Recreation Director** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-10, Accepting a donation from Sun Lakes Country Club HOA Bingo Program in the amount of $1,500** |

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**RECOMMENDATION:**

Adopt Resolution 2026-10

**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 has been a continuous supporter of the Banning Senior Center through their general foundation, each of the specific districts, and their various support groups. The Sun Lakes CC HOA Bingo program has graciously donated $1,500 to the Banning Senior Center this year. The Sun Lakes CC HOA Bingo Program 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 continue programs and events under the Happiness Campaign. The Happiness Campaign was started at the Banning Senior Center in 2020 to provide additional events and programs for the Senior population during Covid when the seniors were separated even more from families and friends. After the reopening of the Senior Center from the Covid closure, the Happiness Campaign was continued and provides monthly and seasonal programs and events that will positively impact the seniors 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 continued

The acceptance of the donation does not require any matching funding and will allow for continued offerings of social programs under the scope of the Happiness Campaign without use of General Fund allocations.

The donation will be deposited in Account 201-4060-361.41-12. An additional appropriation of $1,500 in account 201-4050-446.36-65 is being requested to cover the expenditures for the Happiness Campaign.

**ALTERNATIVES:**

None Provided.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. CC_Resolution_2026-10___Accepting_a_Donation_from_the_Sun_Lakes_CC_HOA_Bingo_Program (1).docx
2. Policy B-27 - Acceptance of Donations & Completed Donation Form.pdf

**RESOLUTION 2026-10**

# RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ACCEPTING A DONATION TO THE BANNING SENIOR CENTER FROM THE SUN LAKES COUNTRY CLUB HOA BINGO PROGRAM IN THE AMOUNT OF $1.500

**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 HOA Bingo Program has offered to donate $1,500 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 continue to provide monthly and seasonal events and programs associated with the Happiness Campaign. This aligned with the wishes of the Sun Lakes Country Club HOA Bingo Program for the use of the donation for Senior Center programming.

**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 HOA Bingo Program in the amount of $1,500.

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 13th day of January 2026

Richard Royce, 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 2026-10, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

| CITY OF BANNING<br><br>ADMINISTRATIVE POLICY | | |
|---|---|---|
| Subject: Donations to City Funds and Programs/Administration | | Policy No. **B-27** |
| Reference: | **Effective: 4/2015**<br><br>**Review Date: 7/2018** | Page No.<br><br>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 HOA Bingo Program** | |
| **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 the Happiness Campaign for Senior Center Programming.** | |
| **Amount($):** | **$1,500** | |

## 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:** | **Nate Smith, Deputy Director of Public Works/City Engineer** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-11, Approving Final Parcel Map 38367 and Release the Map for Recordation** |

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**RECOMMENDATION:**

Adopt Resolution 2026-11

**BACKGROUND:**

Tentative Parcel Map 38367 was adopted by City Council with Resolution 2022-168 on December 13, 2022. The Final Map subdivides a single 0.70 acre lot into 3 parcels of approximately 0.23 acres each for residential purposes. No street dedications are required as the roadway is at its ultimate dedication. Separate Conditions of Approval require the installation of driveways and sidewalks along the property frontage to be installed with the construction of the first home.

**JUSTIFICATION:**

The Final Parcel Map was checked by the City's consulting surveyor and was found to be technically correct and conform to the requirements of the Subdivision Map Act. All Conditions of Approval required to be met prior to the recording have been met. They City Engineer has verified that the final maps are in conformance with the approved Tentative Parcel Map 38367.

**FISCAL IMPACT:**

There is no direct fiscal impact based on the approval of final maps. However, the recordation of the maps allows for the development of the project which will increase the assessed value of the properties resulting in an increase in property tax revenue. Additionally, the project will generate development impact fee revenues. The City’s cost for processing the project will be offset by processing fees.

**ALTERNATIVES:**

Do not adopt Resolution 2026-11 and provide staff with additional direction.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Reso 2026-11 - Parcel Map 38367.docx
2. Reso 2026-11 Exhibit A - Parcel Map 38367.pdf

3. CC Resolution No. 2022-168.pdf

**RESOLUTION 2026-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING FINAL PARCEL MAP NO. 38367; AUTHORIZING STAFF TO SIGN THE FINAL PARCEL MAP; AND RELEASING THE FINAL MAP FOR RECORDATION**

**WHEREAS**, Tentative Parcel Map (TPM) No. 38367 was approved by City Council on December 13, 2022 with Resolution 2022-168; and

**WHEREAS**, Final Parcel Map (PM) No. 38367 will subdivide a single 0.70 acre lot into 3 parcels of approximately 0.23 acres each for residential purposes; and

**WHEREAS,** the PM 38367 has been deemed technically correct and that they conform to the requirements of the Subdivision Map Act and the City Engineer has verified that PM 38367 are in substantial conformance with the approved TPM 38367.

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

SECTION 1. The City Council approves PM 38367, a copy of which is hereby attached as Exhibit "A" and made part of this Resolution.

SECTION 2. The City Council directs the Administrative City Clerk to transmit PM 38367 to the County Recorder of the County of Riverside for recordation.

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 13th day of January, 2026.

Richard Royce, 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 2026-11, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**
Final Parcel Map 38367

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

# PARCEL MAP NO. 38367

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 32267, AS SHOWN BY MAP ON FILE IN BOOK 216, PAGES 74 AND 75, OF PARCEL MAPS, RECORDS OF SAID COUNTY
LOCATED IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.B.M.

ON POINT LAND SURVEYING, INC.
REDLANDS, CA.

JANUARY 2025

## RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20____, AT _____.M. IN BOOK _____ OF PARCEL MAPS, AT PAGES _____, AT THE REQUEST OF THE CLERK OF THE BOARD.

NO: _____
FEE: _____

PETER ALDANA,
ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: _____

## OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY RESERVE AN EASEMENT FOR PRIVATE ACCESS AND OFFER AN EASEMENT FOR PRIVATE ACCESS, EMERGENCY VEHICLE INGRESS/EGRESS ACCESS, PUBLIC UTILITIES, CONSTRUCTION, REPAIR, MAINTENANCE ACCESS FOR ALL PUBLIC UTILITY VEHICLES SHOWN HEREON.

NASIMUL ANWAR AND MARINA KOZANOVA, HUSBAND AND WIFE, AS JOINT TENANTS

BY: Nasimul Anwar
NASIMUL ANWAR

M. K
MARINA KOZANOVA

## NOTARY ACKNOWLEDGMENTS

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF San Bernardino

ON 10/28/2025 BEFORE ME, Samuel Luevano, notary public, NOTARY PUBLIC
INSERT NAME AND TITLE OF OFFICER

PERSONALLY APPEARED Nasimul Anwar, Marina Kozanova

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN ~~HIS/HER~~/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND.

SIGNATURE: Samuel Luevano

PRINTED NAME: Samuel Luevano, MY COMMISSION EXPIRES Aug. 16, 2028

MY COMMISSION NO. 2497655 MY PRINCIPAL PLACE OF BUSINESS IS IN San Bernardino COUNTY

SAMUEL LUEVANO
COMM.# 2497655
NOTARY PUBLIC - CALIFORNIA
SAN BERNARDINO COUNTY
My Comm. Expires Aug. 16, 2028

## SIGNATURE OMISSIONS

THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a)(3)(A) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURE IS NOT REQUIRED BY THE GOVERNING BODY.

PERPETUAL AIR OR FLIGHT EASEMENT, ALSO REFERRED TO AS "AVIGATION RIGHTS" RECORDED MARCH 30, 2006 IN BOOK 216, PAGES 74–75 OF PARCEL MAPS THAT AFFECTS THE AIR SPACE ABOVE LAND.

## COMMUNITY DEVELOPMENT DIRECTOR'S STATEMENT:

THE TENTATIVE MAP WAS APPROVED BY THE CITY COUNCIL ON NOVEMBER 2ND, 2022.

_____ _____
DAVID NEWELL, DATE
COMMUNITY DEVELOPMENT DIRECTOR
CITY OF BANNING

## SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF NASIMUL ANWAR IN SEPTEMBER 2024. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

DATED: OCTOBER 27, 2025

BY: _____
ANTHONY D. SMITH, P.L.S. 8133
REGISTRATION EXPIRES 12/31/2026

PROFESSIONAL LAND SURVEYOR
ANTHONY D. SMITH
No. 8133
EXP. 12-31-26
STATE OF CALIFORNIA

## CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP, THAT THE SUBDIVISION SHOWN THEREON IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP NO. 38367 WHICH WAS APPROVED BY THE CITY OF BANNING CITY COUNCIL ON NOVEMBER 2, 2022 AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF CALIFORNIA GOVERNMENT CODE) AND CHAPTER 22 OF THE BANNING MUNICIPAL CODE APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

_____ _____
NATHAN C. SMITH, DATE
RCE NO. 74754
CITY ENGINEER CITY OF BANNING

REGISTERED PROFESSIONAL ENGINEER
NATHAN C. SMITH
No. 74754
CIVIL
STATE OF CALIFORNIA

## CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND HAVE FOUND THAT IT CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

DATE: Oct. 31, 2025

BY: Robert C. Ollerton
ROBERT C. OLLERTON, PLS NO. 7731
ENGINEERING RESOURCES OF SOUTHERN CALIFORNIA, INC.

PROFESSIONAL LAND SURVEYOR
ROBERT C. OLLERTON
No. 7731
STATE OF CALIFORNIA

## CITY CLERK CERTIFICATE

THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS CITY COUNCIL HEREBY APPROVES PARCEL MAP NO. 38367.

DATED _____, 20__ _____
CITY CLERK, CITY OF BANNING
RIVERSIDE COUNTY, CALIFORNIA

## TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

## TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, ~~EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____.~~

DATE: DECEMBER 05, 2025

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

## CITY ACCEPTANCE CERTIFICATE:

I _____ CITY CLERK AND EX–OFFICIO ASSESSOR OF THE CITY COUNCIL OF THE CITY OF BANNING, STATE OF CALIFORNIA, HEREBY STATE THAT THE SAID CITY COUNCIL AT ITS REGULAR MEETING HELD ON ____ DAY OF _____, 20__, DULY APPROVED THE WITHIN MAP OF PARCEL MAP NO. 38367 AND ACCEPTED ON BEHALF OF THE CITY OF BANNING, AN EASEMENT FOR EMERGENCY VEHICLES AND PUBLIC UTILITIES SHOWN ON SAID MAP.

THE TENTATIVE MAP FOR SAID PARCEL MAP WAS APPROVED BY THE CITY COUNCIL AT ITS REGULAR MEETING HELD ON THE 2ND DAY OF NOVEMBER, 2022.

_____ _____
DATE
CITY CLERK AND EX–OFFICIO ASSESSOR
OF THE CITY COUNCIL OF THE CITY OF BANNING

GROSS AREA = 0.699 ACRES
NET AREA = 0.699 ACRES
NUMBER OF PARCELS = 3

IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



# PARCEL MAP NO. 38367

BEING A SUBDIVISION OF PARCEL 1 OF PARCEL MAP NO. 32267, AS SHOWN BY MAP ON FILE IN BOOK 216, PAGES 74 AND 75, OF PARCEL MAPS, RECORDS OF SAID COUNTY LOCATED IN SECTION 8, TOWNSHIP 3 SOUTH, RANGE 1 EAST, S.B.M.

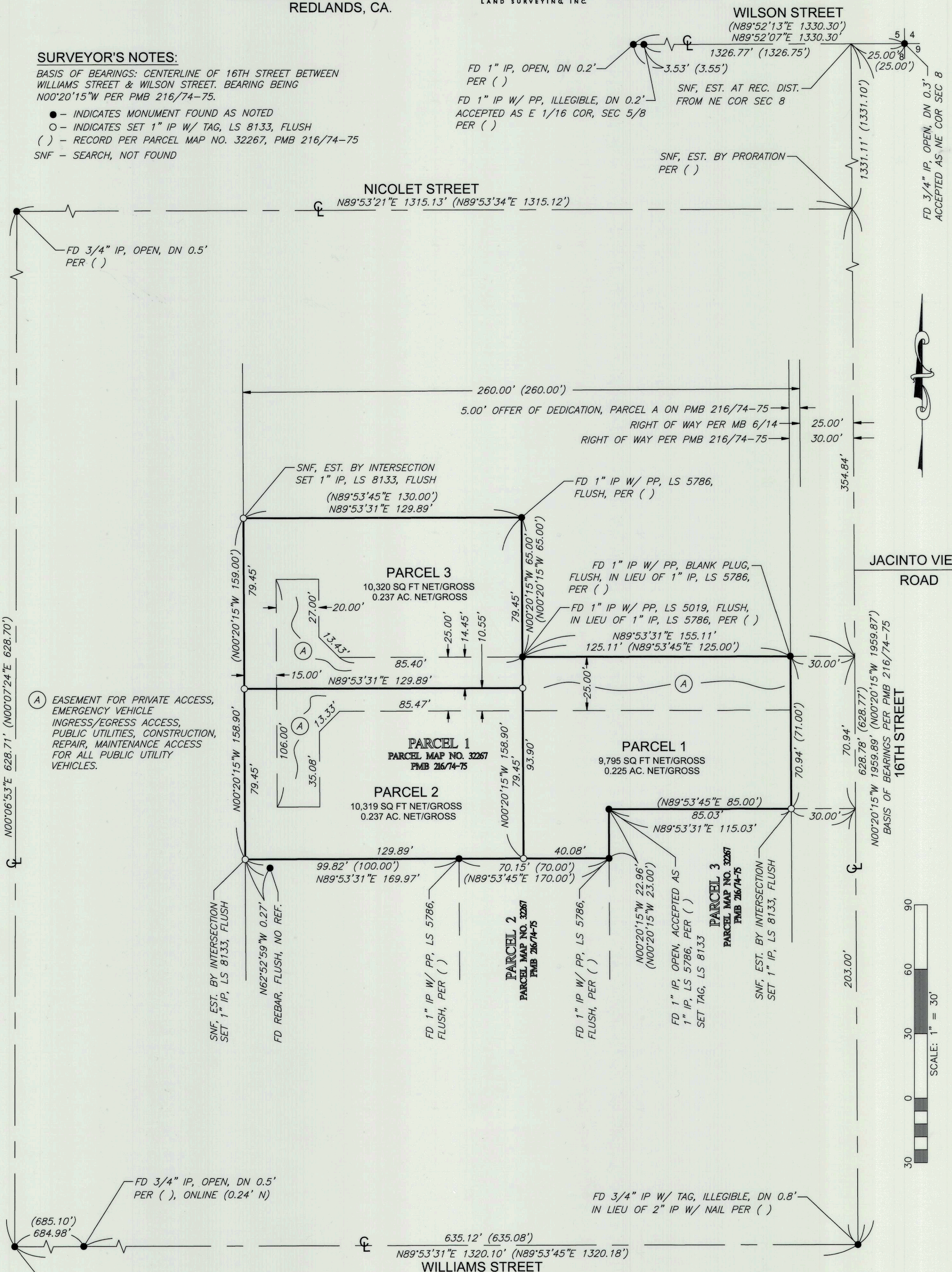
ON POINT LAND SURVEYING, INC.
REDLANDS, CA.

JANUARY 2025

## SURVEYOR'S NOTES:

BASIS OF BEARINGS: CENTERLINE OF 16TH STREET BETWEEN WILLIAMS STREET & WILSON STREET. BEARING BEING N00°20'15"W PER PMB 216/74–75.

● – INDICATES MONUMENT FOUND AS NOTED
○ – INDICATES SET 1" IP W/ TAG, LS 8133, FLUSH
( ) – RECORD PER PARCEL MAP NO. 32267, PMB 216/74–75
SNF – SEARCH, NOT FOUND




## EASEMENT NOTES

PERPETUAL AIR OR FLIGHT EASEMENT, ALSO REFERRED TO AS "AVIGATION RIGHTS" RECORDED MARCH 30, 2006 IN BOOK 216, PAGES 74–75 OF PARCEL MAPS THAT AFFECTS THE AIR SPACE ABOVE LAND.

**RESOLUTION 2022-168**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF BANNING, CALIFORNIA, APPROVING TENTATIVE PARCEL MAP 38367, A SUBDIVISION OF 0.7 ACRES OF REAL PROPERTY LOCATED WESTERLY OF N. 16TH STREET, NORTHERLY OF W. WILLIAMS STREET, AND SOUTHERLY OF W. NICOLET STREET, WITHIN THE LOW DENSITY RESIDENTIAL (LDR) ZONING DISTRICT (APN: 538-142-018), AND MAKING A DETERMINATION OF EXEMPTION UNDER CEQA GUIDELINES SECTION 15315**

**WHEREAS,** Nasimul Anwar ("Applicant") has applied for a subdivision under Tentative Parcel Map 38367 to subdivide one (1) lot in three (3) lots for the purposes of creating individual parcels for future single-family residential development (the "Project"); and

**WHEREAS,** Title 16 of the Banning Municipal Code and the Subdivision Map Act allow the subdivision of the 0.70-acre lot into three (3) new residential lots within the Low-Density Residential zone subject to the approval of a Tentative Parcel Map; and

**WHEREAS,** on November 2, 2022, the Planning Commission held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the Project and at which the Planning Commission considered the Tentative Parcel Map 38367; and

**WHEREAS,** on December 13, 2022, the City Council held a noticed public hearing at which time interested persons had an opportunity to testify in support of, or opposition to, the Project and at which the City Council considered the Tentative Parcel Map 38367; and

**WHEREAS,** in accordance with the requirements of the California Environmental Quality Act (CEQA), the Community Development Director analyzed Tentative Parcel Map 38206 and determined that the Project is categorically exempt from the requirements of the California Environmental Quality Act ("CEQA"), pursuant to State CEQA Guidelines Section 15315 (Class 15 - Minor Land Divisions) because the Project consists of the division of property in an urbanized area zoned for residential use into four or fewer parcels; the division is in conformance with the City of Banning General Plan and zoning; no variances or exceptions are required; all services and access to the proposed parcels to local standards are available; the subject parcel was not involved in a division of a larger parcel within the previous 2 years; and the subject parcel does not have an average slope greater than 20 percent; and

**WHEREAS**, on December 2, 2022, the City gave public notice as required under Government Code Section 66451.3 by advertising in the Record Gazette Newspaper, and mailing notices to all property owners within 300-feet on November 29, 2022, of the project site of the holding of a public hearing for the City Council's review and recommendation, at which time the project would be considered; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING HEREBY FINDS AND RESOLVES AS FOLLOWS:**

SECTION 1. The Planning Division staff have determined that the project is categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the State CEQA Guidelines. The Project qualifies under the CEQA Guidelines Section 15315 (Class 15 - Minor Land Divisions) categorical exemption because the Project: consists of the division of property in an urbanized area zoned for residential use into four or fewer parcels; the division is in conformance with the City of Banning General Plan and zoning; no variances or exceptions are required; all services and access to the proposed parcels to local standards are available; the subject parcel was not involved in a division of a larger parcel within the previous 2 years; and the subject parcel does not have an average slope greater than 20 percent. The Planning Commission has analyzed proposed Tentative Parcel Map 38367 and reviewed the Planning Division's determination of exemption, and based on its own independent judgement, recommends that the City Council concur in staff's determination of exemption under CEQA pursuant to CEQA Guidelines Section 15315. The Project site is currently disturbed and occupied with non-native species and residential improvements. No impact is anticipated to occur upon the Multiple Species Habitat Conservation Plan (MSHCP).

SECTION 2. An application for a Tentative Parcel Map requires that it meet specific findings in accordance with Title 16 of the Banning Municipal Code and Government Code § 66473.5 and 66474. The Planning Commission of the City of Banning does hereby recommend that the City Council of the City of Banning make the following findings and determinations in connection with the approval of the Project:

A. Finding: The proposed map is consistent with the General Plan. The General Plan land use designation for the site is classified as Low Density Residential which allows housing densities from 0 to 5 dwelling units per acre. The applicant is requesting a subdivision of a vacant single parcel into three new Low-Density Residential (LDR) zoned properties. Lot 1 is proposed to be 9,023 square feet in size; Lot 2 and Lot 3 are each proposed to be 10,335 square. This density level is within the range permitted under the General Plan land use designation for this site. One of the primary policies of the Land Use Element of the General Plan is that projects adjacent to existing neighborhoods shall be carefully reviewed to assure that neighborhood character is protected. The proposed Tentative Parcel Map serves to achieve this objective in that the subdivision design is consistent with existing neighborhood housing stock. The proposed Map furthers the objectives and policies of the General Plan and is compatible with the land uses districts within the general vicinity of the Project.

B. Finding: The design or improvement of the proposed subdivision is consistent with the City's General Plan. The proposed subdivision has been designed to meet City standards which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, such as streets, utilities, and drainage facilities

have been designed and are conditioned to be constructed in conformance with City standards and consistency with the General Plan.

C. Finding: The site is physically suitable for the type of development. The 0.70-acre site is relatively flat and will be subdivided into three irregular shaped lots that will be compatible in size to other surrounding properties. The proposed project is adjacent to existing residential development and has availability of all services including, streets, water, sewer and electricity. Therefore, the site is physically suitable for this type of development.

D. Finding: The site is physically suitable for the density of development. The General Plan land use designation for the site is classified as Low Density Residential which allows housing densities from 0 to 5 dwelling units per acre. The applicant is requesting a subdivision of a vacant single parcel into three new Low-Density Residential (LDR) zoned properties. Lot 1 is proposed to be 9,023 square feet in size; Lot 2 and Lot 3 are each proposed to be 10,335 square. This density level is within the range permitted under the General Plan land use designation for this site. The subdivision, as proposed is suitable for the density of development.

E. Finding: The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat. The site is currently developed with two existing dwelling unit does not contain any significant vegetation or habitat for wildlife. Per the Multiple Habitat Conservation Plan (MSHCP), there is no evidence that any endangered, threatened or listed species of plant or animal, or its habitat, is located on the site. There is no evidence that vernal pool complex, similar bodies of water, or conditions suitable for forming such bodies of water exist on the site. The Project incorporates conditions intended to comply with the recommendations of the MSHCP. In addition, this Project has been conditioned to comply with the environmental policies and regulations of the City of Banning and those of all local and regional governmental agencies having jurisdiction over the site.

F. Finding: The design of the subdivision or type of improvements is not likely to cause serious public health problems. The design of the subdivision is in conformance with the City's General Plan, Zoning Ordinance, and Subdivision Ordinance, the construction of all units on the site has been conditioned to comply with all applicable City of Banning ordinances, codes, and standards including, but not limited to, the California Uniform Building Code, the City's Ordinances relating to Stormwater runoff management and controls. In addition, the design and construction of all improvements for the subdivision have been conditioned to be in conformance with adopted City street and public works standards. The City's ordinances, codes, and standards have been created based on currently accepted standards and practices for the preservation of the public health, safety, and welfare.

G. Finding: The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision. No easements of record or easements established by

judgement of a court of competent jurisdiction for public access across the site have been disclosed in a search of the title records for the site and the City does not otherwise have any constructive or actual knowledge of any other such easements. The Map proposes a private access easement internally to the Project for future residential vehicular and pedestrian access, and is designed to accommodate emergency vehicle ingress and egress. The proposed easement shall be recorded upon Final Map recordation.

SECTION 3. Based on the findings specified above, and all other evidence in the record, the City Council approves the proposed Tentative Parcel Map 38367, to subdivide one (1) lot in three (3) lots for the purpose of creating individual parcels for the future development of new single-family residences in the Low-Density Residential District, consistent with the Tentative Map attached hereto as Exhibit "A," and subject to the recommended Conditions of Approval attached hereto as Exhibit "B".

**PASSED, APPROVED AND ADOPTED** this 13th day of December 2022.

Mayor
City of Banning

**ATTEST:**

Caroline Patton, Deputy City Clerk
City of Banning

**APPROVED AS TO FORM AND LEGAL CONTENT:**

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

**CERTIFICATION:**

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-168 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of December 2022 by the following vote, to wit:

AYES: Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

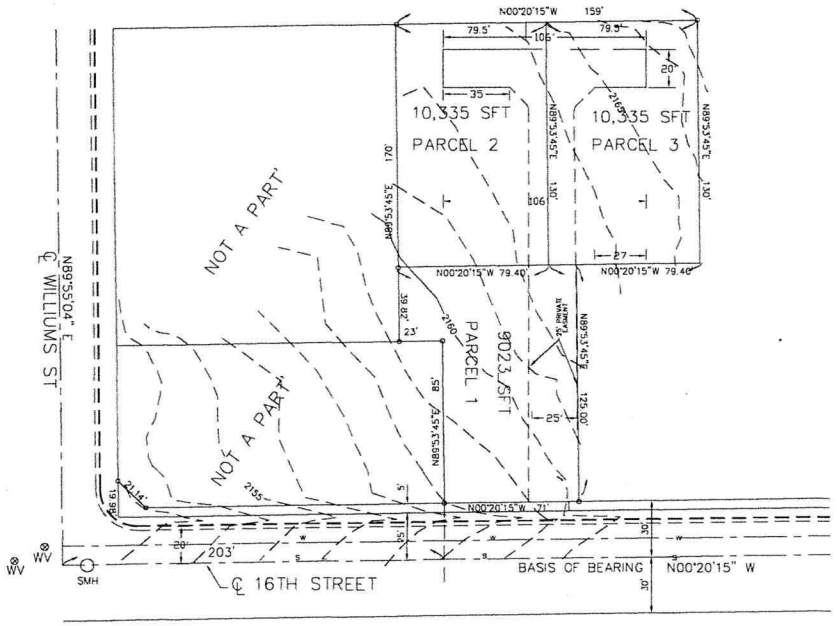
Caroline Patton, Deputy City Clerk
City of Banning, California

**Exhibit A**

*Tentative Parcel Map 38367*

IN THE CITY OF BANNING, COUNTY OF
RIVERSIDE, STATE OF CALIFORNIA

# TENTATIVE
# PARCEL MAP 38367




SCALE 1"=30'

0 30' 60'

DATE: JANUARY 25 , 2022


CIVIL ENGINEER: AHSAN HABIB, P.E.
HABIB AND ASSOCIATES INC.
712 NAPA AVE
REDLANDS, CA 92374
PHONE (909) 499 3833
EMAIL: ahsan@habibandassociates.com


OWNERS: NASIMUL ANWAR
MARINA KAZANOVA
31216 QUARRY STREET
MENTONE, CA 92359
831-2868

ASSESSOR'S PARCE NO: 538-142-018

LEGAL DESCRIPTION: LOT 1 PAR 1 PM 216/074
PM 32267
CITY OF BANNING, COUNTY OF
RIVERSIDE

AREA: 0.70 ACRES

EXISTING ZONING & LAND USE: R-1,
SINGLE FAMILY RESIDENCE

PROPOSED ZONING & LAND US: R-1

UTILITIES:

WATER – CITY OF BANNING

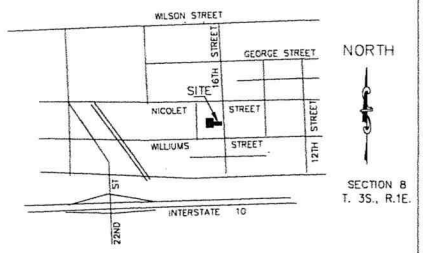
SEWER – CITY OF BANNING

ELECTRIC – CITY OF BANNING

TELEPHONE: VERIZON

TELEVISION: CABLE

SCHOOL DISTRICT: BANNING UNIFIED SCHOOL DISTRICT




VICINITY MAP

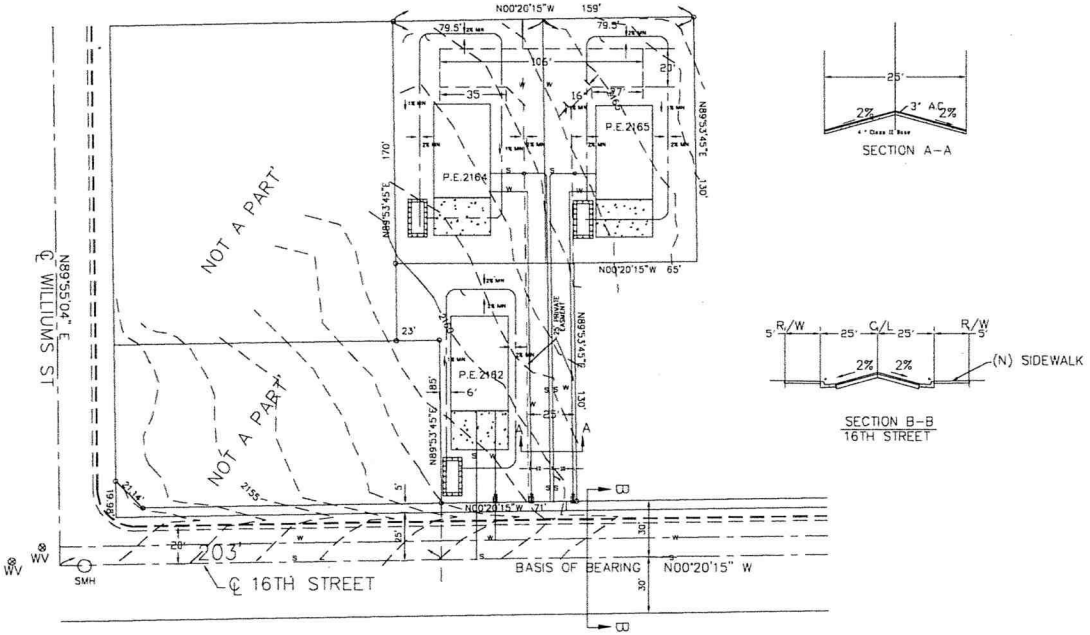
| AMENDMENTS | | SCALE 1"=30' |
|---|---|---|
| DATE | NO | DESCRIPTION |
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| | | |
| | | |
| | | |
| | | |


HABIB & ASSOCIATES INC
712 NAPA AVE
REDLANDS, CA 92374
Email: ahsan@habibandassociates.com


SHEET TITLE
TENTATIVE
PARCEL MAP

SHEET
1

# GRADING PLAN
# PARCEL MAP 38367







SECTION A–A




SECTION B–B
16TH STREET

SCALE: 1"=30'




VICINITY MAP


HABIB & ASSOCIATES INC
712 NAPA AVE
REDLANDS, CA 92374
Email: ahsan@habibandassociates.com


SHEET TITLE
TENTATIVE
PARCEL MAP

SHEET
1

**Exhibit B**

*Conditions of Approval (COAs)*

# City of Banning

## Community Development Department

## Conditions of Approval

PROJECT: Tentative Parcel Map 38367
SUBJECT: Conditions of Approval (City Council Resolution 2022-168)
APPLICANT: Anwar Nasimul
LOCATION: 16th St., north of Williams, south of Nicolet (APN 538-142-018)

**EXHIBIT B**
**To City Council Resolution 2022-168**

***All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

FINAL

**Community Development Department**

1. The project shall always comply with all federal, state, County and City laws, codes, regulations, and standards, including those that relate to hazardous materials.

2. The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the project, whether such actions are brought under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Section 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction. It is expressly agreed that the City shall have

the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action.

3. Approval of this entitlement shall not waive compliance with any sections of the Banning Municipal Code (BMC), other applicable City ordinances, in effect at the time of building permit issuance.

4. Approval of Tentative Parcel Map 38367 shall be for a period of two (2) years from the date of City Council approval, or Tentative Parcel Map approval shall become null and void. Additionally, if after commencement of the project, work is discontinued for a period of one year, the Tentative Parcel Map shall become null and void. The City Council may, upon a written application being filed 30 days prior to expiration and for good cause, grant a one-time extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Tentative Parcel Map complies with all current Ordinance provisions.

5. A copy of the signed resolution of approval or Community Development Director's letter of approval and all conditions of approval and any applicable mitigation measures shall be reproduced in legible form on the grading plans, building and construction plans, and landscape and irrigation plans submitted for review and approval as required by the reviewing department.

6. Prior to any occupancy/use of the Project site, or business activity being commenced thereon, the Applicant shall complete all Conditions of Approval to the satisfaction of the Community Development Director.

7. Exterior lighting shall be shielded or recessed so that light is contained within the boundaries of the parcel on which the lighting is located. All lighting shall be directed downward and away from adjoining properties and public rights-of-way.

8. Pursuant to BMC 17.12.130, chain link fencing is not permitted. The applicant shall install an eight foot (8') tall decorative block wall along the West property line. Along the southerly property line, the applicant shall install an eight foot (8") tall decorative block wall with a gate constructed of decorative materials to complement the proposed structure and shall not exceed the height of the wall. Enhanced landscaping shall be installed outside the southern block wall to provide a separation from the residential

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development to the south. Wrought iron or tubular steel fence may be installed along the north and east property lines.

9. The design of all lots shall meet the minimum development requirements contained in the City's Zoning Ordinance for the Low-Density Residential Zoning District.

10. Applicant shall pay all development fees adopted by the City in effect at the time of issuance of any building permits, which shall include but not be limited to: TUMF, MSHCP, police and fire safety developer fees, water and sewer fees, park land dedication fees, and electric meter installation fees etc. Project proponent shall provide written evidence to the City that school mitigation fees have been paid or other arrangements acceptable to the Banning Unified School District have been met.

11. A complete landscape/irrigation package prepared by a landscape architect licensed by the State of California shall be reviewed and approved by the Planning Division prior to issuance of building permit. The plans shall include the following elements:

    a. Water conservation concept statement;
    b. Calculation of maximum applied water allowance;
    c. Calculation of estimated total water use;
    d. Landscape design plan;
    e. Irrigation design plan; and
    f. Certificate of substantial completion.

**NOTE: The landscape plan shall demonstrate compliance with BMC Title 17 requirements related to minimum dimensions and percentages of landscaping in parking areas, including required front yard setback landscaping.**

12. Storage use and removal of toxic substances, solid waste, and flammable liquids shall conform to all applicable federal, state, and local regulations. The Applicant shall maintain all required licensing in good order for the duration of Project operations. Any lapse or revocation of any required license shall result in the voiding of the Design Review and Conditional Use Permit approvals.

13. The Applicant shall develop and maintain the subject property in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable BMC regulations.

14. A security fence with screening shall protect all construction sites. The fencing and screening shall be maintained at all times to protect pedestrians. All development

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projects shall submit a construction fencing plan with the construction design plans. Construction projects that have phased occupancy shall be completely separated by a construction fence that is screened and show the adjusted fence locations at each phase.

15. Tentative Parcel Map 38367 shall comply with all Conditions of Approval by Planning Commission Resolution No. 2022-19.

16. The permittee shall utilize an anti-graffiti coating on trash enclosures and decorative block walls.

17. Please provide the following number of construction plans and documents listed below for the first review of the proposed project. The initial plan review time will take two weeks on most projects. The applicant will receive an application number at the time plans are submitted for Building & Safety's plan review. This number is needed to obtain information regarding your project:

    (7) Precise Grading Plans
    (7) Plot/Site Plans
    (7) Site Disabled Access Plan
    (7) Architectural Plans
    (7) Structural Plans
    (7) Electrical Plans
    (7) Electrical Load Calculations
    (7) Plumbing Plans/Isometrics
    (7) Mechanical Plans
    (2) Structural Calculations
    (2) Roof and Floor Truss Calculations
    (2) Title 24 Energy Calculations
    (2) Geology Report
    (2) Soils Report
    (2) Condition of Approval Packages
    (3) Temporary Fence Plan
    (1) Approved Health Department Plans
    (2) Energy Commissioning Plan

18. Electronic plan submittal can be provided by building and safety. Please email CommunityDev@banningca.gov for additional information.

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19. All structures shall be designed in accordance with the current version of the California Building Codes, including the California Green Building Standards Code. Design all structures to comply with Seismic Design Category D, basic wind speed should be site specific and determined from ATC at www.atcouncil.org/windspeed with exposure type "C", and Energy Calculations shall be designed per Climate Zone 10.

20. Prior to issuance of building permits, provide a receipt from the appropriate Unified School District stating that all school fees have been paid. (Banning Unified School District)

21. Banning Electric does not release electric meters until final approvals are obtained from all agencies and departments.

22. Construction projects, requiring temporary electrical power, shall obtain an electrical permit from Banning Electric.

23. Identify if a new gas meter service is to be installed or connection to the existing service meter.

24. Construction projects requiring fire permits must apply and submit fire plans prior to the issuance of the building permit, including fire sprinkler submittals.

25. The Developer/Owner is responsible for the coordination of releasing any Deferral of Development Impact Fees or Bonds after such fees have been paid. The Developer/Owner should be aware, once the deferral notice is sent to the Riverside County Recorder's Office; the release process takes two to three weeks. This process will delay final Certificates of Occupancy.

26. The Developer/Owner is responsible for the coordination of the final occupancy. The Developer/Owner shall request clearances from each department and/or agency at least two weeks prior to requesting a final building inspection from Building and Safety. Each agency may sign the Building and Safety Job Card, or provide agency approved signed documentation, and provide a copy of the signatures to Building and Safety at the time the final inspection is requested.

27. A security fence with screening shall protect all construction sites. The fencing and screening shall be maintained at all times to protect pedestrians. All development projects shall submit a construction fencing plan with the construction design plans. Construction projects that have phased occupancy shall be completely separated by a construction fence that is screened and show the adjusted fence locations at each phase.

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28. On site toilet facilities shall be provided for construction workers and such facilities shall be maintained in a sanitary condition. Construction toilet facilities of the non-sewer type shall conform to ANSI ZA.3 and on site per NPDS stormwater requirements.

29. All construction materials, which are not used, shall be recycled pursuant to the requirements per the California Green Building Standards Code. Receipts from the recycle company responsible for picking up the materials shall be kept in the construction office. After the construction is complete and before final occupancy, all trash receipts shall be forwarded to the City.

30. Prior to the issuance of Building Permits, on site water service shall be installed and approved by the responsible agency. On site fire hydrants shall be approved by the Riverside County Fire Department. No flammable materials will be allowed on the site until the fire hydrants are established and approved. No flammable construction materials shall be placed on the site without approvals by the Fire Department. All street and access roadways around the project shall be paved for emergency response vehicles before flammable materials are placed on the project.

31. Prior to issuance of building permits, site-grading certifications, compaction reports, and survey report shall be submitted to Building and Safety or to Public Works, as applicable.

32. All construction projects shall comply with the NPDES Stormwater Best Management Program. Prior to building permit issuance submit copy of the Water Quality Management Program Report. (WQMP)

33. All deferred plan items are to be identified on the cover sheet of the drawing plans.

34. The structure's sewer is to be connected to the public sewer system when provided. When the public system is not available, an onsite septic system is to be installed. Obtain a septic system handout at the permit counter for requirement information. Percolation test is required with report provided at time of septic system application.

35. Site development and grading shall be designed to provide access to all entrances and exterior ground floor exits and access to normal paths of travel. The accessible route(s) of travel shall be the most practical direct route.

36. Demolition of any onsite structures requires the following information or action:

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a. Submit copies of the property title at permit submittal.
b. Provide copy of the hazardous materials survey (asbestos and lead) for each structure.
c. Contact the City of Banning Building & Safety Department for current abatement and documentation requirements prior to performing demolition.

37. For the removal of fuel storage tanks, or other excavations involving backfill, a compaction shall be filed with the Building & Safety Department. Fuel storage tank removal will require notification of Riverside County Fire, Hazardous Materials and Riverside County Environmental Health Department.

38. All dead and removed trees and foliage is to be properly removed from the site.

39. The City enforces the State of California provisions of the California Building Code disabled access requirements. The Federal Americans with Disabilities Act (ADA) standards may differ in some cases from the California State requirements; therefore, it is the building owner's responsibility to be aware of those differences and comply accordingly.

40. Building and Safety inspection requests must be made by 4:00 pm. on the previous City working day to receive a next day inspection. Please contact (951) 922-4820

41. Prior to final inspection, provide Building & Safety with a zip drive of the final approved amended plans, calculations, and documents.

42. Plan review application approval is valid for a period of 180 days after application date (plan check submittal date)- if the permit is not obtained within that time period the approval expires and becomes null and void. The Building Official may extend the time for action by the applicant for a period of 90 days upon written request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. In order to renew action on an application after expiration the applicant shall resubmit plans and pay a new plan review fee.

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**Electric Utility**

43. The point of connection (POC) will be at an existing utility pole on E Westward Ave. The Utility will dictate the required improvements based on the circuit most suitable for distribution delivery. The developer will be required to install primary voltage conduit from the POC to the project site and along the north frontage of the property (E Westward Ave).

44. The Utility will require a single service connection for this building. Future building plans will need to include electric service panel schedule and proposed location. The Utility will require a power quality meter to measure power quality at this service.

45. Banning Electric Utility will design the electric utility plan that will consist of conduits, equipment pads and other substructures. This will include undergrounding of existing utility facilities on the north frontage of the property and the intercept of any existing conduits within the City's right-of-way.

46. The Utility will require areas/locations for onsite electric distribution equipment such as the pad mounted transformer, pad-mounted switchgear, vault & service equipment etc. The areas/locations must be sufficient for safe operation and maintenance of the electric equipment. The infrastructure installed shall be adequate to support safe delivery of power to this project.

47. The developer/applicant will be responsible for dedicating an easement for areas of onsite electric utility infrastructure.

48. The developer will be responsible for all costs of onsite/offsite electric utility infrastructure needed to supply power to this project.

49. The developer is responsible for cost associated with any relocations of utility poles or supporting apparatus due to street improvements, grading or lot line adjustments that might be required.

50. Installation of streetlights will be required with any street improvements fronting this site on both E Westward Ave and E Charles St.

51. The site plan did not reflect the location of the four 22,000sqft canopies. Please make sure that the site plan moving forwards provides this information including any requirements for service at those canopies. Please see the following attachments for

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Electric Utility General Commercial Service Requirements. Please also complete and return the attached New Commercial Service Questionnaire to the Utility.

**PUBLIC WORKS/ENGINEERING:**

*The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.*

**GENERAL CONDITIONS**

52. The subject property shall substantially conform to the approved tentative map and specific plan. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements.

53. Revisions to the approved Tentative Map during Final Map plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC).

54. All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval.

55. A Public Works Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance.

56. Prior to the issuance of any grading, construction, or public works permit by the City, the Applicant shall obtain any necessary clearances and/or permits from the following agencies. Permits will not be unreasonably withheld if the developer has met all typical standards for a permit and satisfied all relevant conditions of approval for the appropriate permit:

    - City of Banning Fire Marshall
    - City of Banning Community Development Department
    - City of Banning Public Works Department
    - City of Banning Water/Wastewater Department
    - City of Banning Electric Department

FINAL

The applicant is responsible for meeting all requirements of permits and/or clearances from the agencies from the non-inclusive list above. When the requirements include approval of approved plans, the applicant shall furnish such proof of approvals when submitting improvement plans to the City. The applicant shall comply with all conditions and mitigation measures and submit copies of all correspondence with the agencies to the Engineering Division.

57. All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval.

58. The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer.

59. The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices.

60. The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24"x36" Mylar film. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors):

    Plans

    - Precise Grading Plan 1"=20' Horizontal
        - Include sidewalk improvements and driveway installation on this plan set
        - Include water service laterals, meter boxes, and sewer laterals on separate utility sheet
        - Include private storm drain/infiltration basins on separate drainage sheet
    - Retaining Wall Plan (if any) 1"=40' Horizontal
    - Erosion and Sediment Control Plan 1"=100' Horizontal

    Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation.

    An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area.

FINAL

All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates.

Reports and Studies

- Geotechnical Report
- Grading and Pad Certifications and Compaction Report
- Final Hydrologic and Hydraulic Report
- Engineers Cost Estimates

Permits and Agreements

- Permission to Grade and Construction Agreements (if applicable)
- City Grading Permit
- City Encroachment Permit
- Non-Interference Letters
- Performance Bonds
- Labor and Material Bond

Survey Documents

- Final Map
- Easement Dedications
- Corner Records
- Record of Survey (if necessary)

61. The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable.

62. Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act)

63. All future utility systems including gas, electric, telephone, water, sewer, and cable TV, shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired.

64. Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative.

65. All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant.

66. Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings on Mylar film of all improvement

FINAL

plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the "As-Built" conditions

**MAPPING AND SURVEY**

67. The submittal, approval, and recordation of the map shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code.

68. The final map shall have adequate reservations for public right of way as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area.

69. The applicant shall file an Environmental Constraint Sheet. An Environmental Constraint Sheet means a duplicate of the final map on which are shown the Environmental Constraint Notes. This sheet shall be filed with the County Surveyor simultaneously with the final map and labeled ENVIRONMENTAL CONSTRAINT SHEET in the top margin. Applicable items will be shown under a heading labeled Environmental Constraints Notes. The Environmental Constraint Sheet shall contain the statement:

> THE ENVIRONMENTAL CONSTRAINT INFORMATION SHOWN ON THIS MAP SHEET IS FOR INFORMATIONAL PURPOSES DESCRIBING CONDITIONS AS OF THE DATE OF FILING, AND IS NOT INTENDED TO AFFECT RECORD TITLE INTEREST. THIS INFORMATION IS DERIVED FROM PUBLIC RECORDS OR REPORTS, AND DOES NOT IMPLY THE CORRECTNESS OR SUFFICIENCY OF THOSE RECORDS OR REPORTS BY THE PREPARER OF THIS MAP SHEET.

As required by the City Engineer, the sheet shall delineate constraints involving, but not limited to, any of the following that are conditioned by the Advisory Agency: archaeological sites, geologic mapping, grading, building, building setback lines, flood hazard zones, seismic lines and setbacks, fire protection, water availability, and sewage disposal.

70. All public facilities including sewer, water, reclaimed water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer. All easements shall meet minimum width and access requirements as mandated by the City or governing agency.

71. Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval.

FINAL

72. The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer.

**Prior to Issuance of a Grading Permit, Public Works Permit, or Construction Permit**

73. The applicant, at its sole expense, shall obtain all easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions.

74. The applicant shall provide an easement over, across, and which provides ingress and egress to fire department access dedicated to the City, for ingress, egress, and right to inspect otherwise directed by the City Engineer.

75. The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way.

76. The applicant shall offer to dedicate to the City of Banning additional Right of Way as described below if existing dedications do not meet current requirements:

    16th Street (30 Foot Half Width) fronting the site as a LOCAL ROAD for public street and utility purposes.

**Prior to Map Recordation**

77. Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:

    Faithful Performance Bond 100% of estimated cost

    Labor and Material Bond 100% of estimated cost

    Monumentation Bond - In the amount as supplied by the Record Engineer/Land Surveyor and as approved by the City Engineer

    Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer.

**Prior to the Issuance of a Building Permit**

78. The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside.

**Prior to the Release of Surety**

79. Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such

FINAL

improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period.

80. The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when:

    - Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor.
    - Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project.

81. Permanent survey monuments shall be set in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond.

**STREETS AND TRAFFIC**

82. Any public improvements damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee.

83. The following street improvements are required

    16th Street: Complete half width street improvements for LOCAL roadway per City of Banning Standard ST-100 including the following: Sidewalk, Parkway Landscaping.

84. Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans.

85. Residential driveway grades shall not exceed ten percent unless approved by the City Engineer.

**Prior to Recordation of a Final Map**

86. The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided.

87. Applicant shall post a bond with the City of Banning to guarantee the repair of the roads.

**Prior to any Certificate of Occupancy (COO)**

FINAL

88. All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or Caltrans to the satisfaction of the City Engineer or their designee.

**Prior to Release of Bonds/Surety**

89. Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets.

**Landscaping**

90. The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway constructed in connection with the project in accordance with applicable City standards. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal

91. The Applicant shall prepare a water conservation using xeriscape principles. "Xeriscape" shall mean a combination of landscape features and techniques that in the aggregate reduce the demand for and consumption of water, including appropriate low water using plants, non-living ground-cover, a low percentage of turf coverage (limited to 25% of the planted area), and water conserving irrigation techniques and systems. A low water-using drought tolerant plant includes species suited to our climate, requiring less water in order to grow well.

92. An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer.

**Prior to Map Recordation**

93. Landscape and irrigation plans for parkway improvements shall be submitted for approval and shall be subject to approval by the Community Development Director and City Engineer.

**GRADING AND DRAINAGE**

94. The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant.

95. The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations.

FINAL

96. Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval.

97. Rough grading plans shall include perimeter walls with top of wall and top of footing elevations shown. All footings shall have a minimum of 1-foot of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department.

98. The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code.

99. The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed.

100. The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site infiltration basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to retain the 100-year 3-hour storm. Detention facilities shall have a maximum draw down time of 72 hours.

**Prior to Issuance of a Grading Permit**

101. A grading permit shall be obtained from the Public Works Department prior to the commencement of any grading work.

102. Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project.

103. Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns.

104. A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report.

**Prior to the Issuance of a Building Permit**

FINAL

105. A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any grading activity.

106. The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer.

**Prior to Recordation of a Final Map**

107. A Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval.

**POTABLE WATER IMPROVEMENTS**

108. All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

109. All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department.

110. All private fire suppression systems shall be reviewed and approved by the City Fire Marshall.

111. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

112. A water improvement plan shall be submitted, on separate sheets within the precise grading plan showing proposed water service connection sizes and locations. Water laterals shall be installed per City of Banning Standard W-4 with dual water lines for each unity for potable and fire service.

113. Separate meters are required for each unit, and each meter requires an individual connection to the existing water main. Meter boxes shall be located outside the driveway easement for the 3 units.

**Prior to Recordation of a Final Map**

114. Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. All proposed new water laterals shall connect into the City's water supply and be designed and constructed to City Standards.

**SEWER IMPROVEMENTS**

FINAL

115. All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer.

116. Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project.

117. Submit Sewer Improvement Plans included on the Precise Grading Plan utility sheet. to the City Engineer for review and approval. The proposed new sewer laterals shall connect into the City's sewer system.

118. Each residential unit shall have its own sewer lateral and shall be PVC SDR 26.

119. A sewer check valve shall be provided for each building with a finish pad elevation lower than the rim elevation of the immediate up-stream sewer manhole.

120. Any pad with an elevation lower than the nearest upstream manhole rim elevation shall require a backwater valve.

**Prior to Recordation of a Final Map**

121. Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer.

**TRASH/REFUSE/RECYCLING/ORGANICS**

SOLID WASTE COLLECTION SERVICES

122. Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances.

CONSTRUCTION & DEMOLITION PROJECTS

123. Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2019 California Green Building Standards Code (CALGreen) as described in the Non-Residential (5.408).

124. Applicants are required to use the City's exclusive franchise hauler unless otherwise approved in writing by the Public Works Department.

125. Applicants are encouraged to review the referenced sections in the 2019 California Green Building Standard Code:https://calgreenenergyservices.com/wp/wp-content/uploads/2019_california_green_code.pdf.

FINAL

126. Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Solid Waste Program Coordinator (SWPC) prior to commencement of construction or demolition. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a plan template.

127. Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Solid Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the SWPC at jgrunewald@banningca.gov or 951.922.3193 for further details and to obtain a report form template.

**FEES**

128. All fees must be paid in full at the thresholds identified below.

129. Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit.

130. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal.

**Prior to the Issuance of a Grading Permit**

131. Public Works Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

**Prior to the Issuance of an Encroachment Permit**

132. Public Works Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling.

**Prior to Issuance of Certificate of Occupancy**

133. Water connection fees and water meter installation charges shall be paid in accordance with the fee schedule in effect at that time.

134. Sewer connection fees will be based on a combination of quantity and quality of sewer discharges, and paid prior to permit issuance.

135. Development Impact Fees shall be paid in accordance with the fee schedule in effect at the time that the fees are paid.

136. A plan storage fee shall be paid for any engineering plans that may be required prior to issuance of certificate of occupancy in accordance with the fee schedule in effect at the time the fee is paid.

**FIRE DEPARTMENT**

With respect to the conditions of approval for the referenced project, the Fire Department requires the following fire protection measures be provided in accordance with Riverside County Ordinances and/or recognized fire protection standards:

FINAL

137. Fire Hydrants and Fire Flow: Prior to the issuance of building permits, plans for the water system shall be submitted to the fire department for review and approval. The water system shall be capable of delivering the required fire flow. Fire hydrant(s) location and spacing shall comply with the fire code. An approved water supply for fire protection during construction shall be made available prior to the arrival of combustible materials on site. Reference 2019 California Fire Code (CFC) 507.5.1, 3312, Appendices B and C.

138. Fire Department Access: Prior to building permit issuance, provide a site plan showing the fire lanes. Access roads shall be provided to within 150 feet to all portions of the exterior building walls and shall have an unobstructed width of not less than 24 feet. The construction of the access roads shall be all weather and capable of sustaining 40,000 lbs. over two axles for areas of residential development and 60,000 lbs. over two axels for commercial developments. Approved vehicle access, either permanent or temporary, shall be provided during construction Ref. CFC 503.1.1, 3310.1 and 503.2.1

139. Fire Department Access Easement: Prior to building permit issuance, the developer shall cause preparation of a Plat and Legal Description (prepared by a licensed surveyor or civil engineer) for the common driveway as an easement for residential access and public emergency and service vehicles. Said easement shall be dedicated in favor of the future residential lots in equal share. The easement documents shall require that the access road is kept in a state of good repair in perpetuity.

    Easement documents shall be submitted to the Office of the City Engineer and Office of the Fire Marshal for review and approval.

140. Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Office of the Fire Marshal. Ref. CFC 503.4.1

141. Grading Permit Fire Department Review: Submittal to the Office of the Fire Marshal for Precise Grading Permit will be required.

142. Construction Permits Fire Department Review: Submittal of construction plans to the Office of the Fire Marshal for development, construction, installation, and operational use permitting will be required. Final fire and life safety conditions will be addressed when the Office of the Fire Marshal reviews these plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code, and related codes, which are in effect at the time of building plan submittal.

143. Fire Sprinkler System: Approved automatic sprinkler systems shall be provided throughout all new buildings and structures. Automatic fire sprinklers shall be installed per the requirements set forth in CFC Sections 903.2.1 through 903.2.18

    *Exception: New non-residential occupancies, buildings or structures that do not exceed 350 square feet of building area and contain no plumbing fixtures.*

FINAL

144. Fire Alarm and Detection System: A water flow monitoring system and/or fire alarm system may be required and determined at time of building plan review. Ref. CFC 903.4, CFC 907.2 and NFPA 72

145. Gate Access shall be Prohibited: No gates are allowed that may block, impede, or deny access to the common driveway, as shown on the Final Parcel Map. A note to this effect shall be placed on the Final Parcel Map.

146. Addressing: All commercial buildings shall display street numbers in a prominent location on the address side and additional locations as required. Ref. CFC 505.1 and County of Riverside Office of the Fire Marshal Standard #07-01

147. Deferred Submittals:

- Fire Suppression Systems
- Fire Alarm System
- CO2 Enrichment Systems
- Pre-Fixed Suppression Systems

***END***

FINAL

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Lisa Rossi, Human Resources Director**<br>**Art Vela, Interim City Manager** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-12, Award of a Professional Services Contract to Jacob Green and Associates to conduct an Organizational Assessment for the Banning Police Department in the amount of $48,000.00** |

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## RECOMMENDATION:

Adopt Resolution 2026-12.

## BACKGROUND:

On November 25, 2025, the City Council conducted a 7.5-hour Strategic Planning Workshop to evaluate the organization's primary challenges and prioritize long-term goals. Through this collaborative process with staff, four departments were identified as being in a state of severe distress, requiring immediate intervention. While Finance, Information Technology, and Human Resources remain areas of concern, the Police Department was identified as the highest priority for immediate action.

The department is currently facing a period of significant instability, characterized by:

- Critical Staffing Shortages: The department is currently operating with a vacancy rate of approximately 30%, placing unsustainable stress on the remaining workforce and contributing to low morale.
- Liability and Claims: A substantial volume of employment-related claims and a high number of employees on leave have created significant organizational risk.
- Cultural Challenges: By the Chief's own assessment, the department's internal culture requires a formal reset to address internal discontent and operational inconsistencies.

To address these systemic issues, the City Council has prioritized the allocation of one-time resources for an independent Departmental Assessment. This initiative is designed to provide an objective evaluation of the department's culture and provide the Chief with actionable strategies to establish consistent performance expectations across all ranks. Furthermore, the assessment will involve a collaborative review with the Chief, Human Resources, and the City Attorney's Office to mitigate future liability and improve the department's professional environment.

Jacob Green and Associates (JGA) is a California-based consulting firm specializing in organizational assessment, executive recruitment, strategic planning, leadership development, facilitated team development, and executive coaching for public sector agencies. JGA was recommended by PERMA the City's Risk Management Authority for General Liability and Workers' Compensation claims as a leader in public safety organizational assessment, strategic planning and leadership development. JGA's work is grounded in a deep understanding of local government and public safety environments, and their approach is guided by a simple principle: Listen First, Design Second. They believe the most effective solutions are built by honoring an organization's culture and history while applying proven tools, data-driven analysis, and practical best practices Through the services outlined in the attached proposal, JGA will work collaboratively with BPD to provide objective insight, strengthen organizational alignment, and support informed decision-making. The approach integrates qualitative and quantitative analysis, including interviews, surveys, facilitated engagement, and structured assessment tools, to develop a clear understanding of current conditions and future needs.

**JUSTIFICATION:**

Engaging a professional firm ensures the City will have access to a vital tool for the Banning Police Department to evaluate its current state, identify areas of strength, and pinpoint opportunities for improvement. Approval of this action will achieve one of the City Council's priority one strategic goals.

**FISCAL IMPACT:**

The proposed all-inclusive fee by Jacob Green and Associate is $48,000. An appropriation to Account 001-1300-412.33-11 (Human Resources - Professional Services) in the amount of $52,800 (includes 10% contingency for additional services) is required.

**ALTERNATIVES:**

Do not approve Resolution 2026-12 and provide alternative direction to staff.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

Yes

**ATTACHMENTS:**

1. Resolution 2026-12.docx
2. JGA Proposal for Banning Police Department - Organizational Assessment Services v.2.pdf
3. Professional Services Agreement_JGA.doc

**RESOLUTION 2026-12**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARD OF A PROFESSIONAL SERVICES CONTRACT TO JACOB GREEN AND ASSOCIATES TO CONDUCT THE ORGANIZATIONAL ASSESSMENT FOR THE BANNING POLICE DEPARTMENT IN THE AMOUNT OF $52,800**

**WHEREAS,** on November 25, 2025, the City Council conducted a 7.5-hour Strategic Planning Workshop to evaluate the organization's primary challenges and prioritize long-term goals.; and

**WHEREAS,** the Police Department was identified as the highest priority for immediate action; and

**WHEREAS**, to address these systemic issues, the City Council has prioritized the allocation of one-time resources for an independent Departmental Assessment; and

**WHEREAS**, Jacob Green and Associates was recommended by PERMA the City's Risk Management Authority for General Liability and Workers' Compensation claims as a leader in public safety organizational assessment, strategic planning and leadership development; and

**WHEREAS**, a joint decision by the Police Chief, Human Resources and the City Attorneys elected to secure JGA for this organizational assessment after meeting with the group; and

**WHEREAS**, funding will be available in the City's Police Department account during Fiscal Year 25/26 in an amount not-to-exceed Fifty-Two Thousand Dollars ($52,000).

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

SECTION 1. The City Council approve the contract with Jacob Green and Associates, for an amount not to exceed Fifty-Two Thousand Dollars ($52,000) and authorize the City Manager to make necessary non-substantive changes, and to execute said agreement included as Exhibit A and attached to this resolution.

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 13th day of January 2026.

Richard Royce, Mayor
City of Banning

**ATTEST:**

Sandra Calderon,
Acting Deputy City Clerk
City of Banning

**APPROVED AS TO FORM:**

John Pinkey, 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 2026-12, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**Exhibit A**
Jacob Green and Associates Contract

# Proposal For Organizational Assessment Services

DECEMBER 2025

Version #2 - December 26, 2025

JACOB GREEN & ASSOCIATES

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888.4.JGA.1ST
JacobGreenAndAssociates.com

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BANNING POLICE DEPARTMENT


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December 26, 2025

Vincent Avila, Police Chief
Banning Police Department
125 E. Ramsey Street
Banning, CA 92220

Dear Chief Avila,

Thank you for the opportunity to submit this proposal and for considering Jacob Green & Associates (JGA) as a partner to support the Banning Police Department (BPD) through our Organizational Assessment Services. We appreciate the Department's commitment to thoughtful planning, strong leadership, and continuous organizational improvement, and we welcome the opportunity to support BPD during this important period.

JGA is a California-based consulting firm specializing in organizational assessments, executive recruitment, strategic planning, leadership development, facilitated team development, and executive coaching for public sector agencies. Our work is grounded in a deep understanding of local government and public safety environments, and our approach is guided by a simple principle: Listen First, Design Second. We believe the most effective solutions are built by honoring an organization's culture and history while applying proven tools, data-driven analysis, and practical best practices.

JGA will work collaboratively with BPD to provide objective insight, strengthen organizational alignment, and support informed decision-making. Our approach integrates qualitative and quantitative analysis, including interviews, surveys, facilitated engagement, and structured assessment tools, to develop a clear understanding of current conditions and future needs.

JGA's work is designed to help organizations build stability, improve communication, enhance leadership effectiveness, and position themselves for long-term success. We understand the unique challenges facing public safety agencies today and bring experience working with police departments, cities, counties, and special districts throughout California.

We value the opportunity to partner with the Banning Police Department and look forward to discussing how our team can support your goals. Thank you for your time and consideration.

Sincerely,

Jacob Green
Founder & CEO




# SCOPE OF SERVICES

## SECTION A

# ORGANIZATIONAL ASSESSMENT

It is essential for police departments to periodically assess culture, operations, policies, and practices to ensure they effectively and efficiently meet the needs of the communities they serve. This Organizational Assessment will serve as a vital tool for the BPD to evaluate its current state, identify areas of strength, and pinpoint opportunities for improvement. Our process is specifically designed to uncover cultural and organizational barriers to effectiveness, clarify their impact on the Department's Mission, and provide leadership with a practical roadmap for cultural repair, strategic alignment, and sustained improvement. JGA will work with the Department and City Leadership to meet the 90-day assessment time frame.

The focus of our project will be driven by the following:

- Assessing the performance and outcomes of current systems, processes, and team dynamics.
- Identifying strategic and implementable improvements.
- Working with staff to identify positive and sustainable organizational enhancements that they own and support.
- Creating a common understanding of key interdependencies between work units necessary for efficiency, uniformity, and predictability.
- Understanding the importance of balancing quantitative data with qualitative insights to accurately assess the value and effectiveness of services.

## **STEP 1:** INFORMATION GATHERING & ASSESSMENT

JGA will collect and review all materials related to the Department to understand current values, norms, culture, and operations. These include, but are not limited to:

- Organizational Structure
- Strategic Planning Documents
- Key Projects
- Leadership Development Efforts
- Prior Assessments

## **STEP 2:** ONE-ON-ONE INTERVIEWS

JGA will conduct one-on-one virtual interviews with (up to 20 internal/external) key Sworn and Professional staff, and stakeholders (BPD can determine if the stakeholder interviews are conducted as focus groups or individual interviews), providing the opportunity to discuss strengths and challenges in a confidential setting with JGA's Leadership Development team to discover root causes and identify Department champions.

## STEP 3: SURVEY

JGA will customize two separate anonymous surveys, one for Sworn and Professional staff and one for key Department personnel and/or stakeholders to provide pertinent data on the following culture and process areas:

- Purpose
- Resources
- Leadership
- Culture/Climate
- Strengths, Weaknesses, Opportunities, Threats (SWOT)

## STEP 4: ADMINISTER AEM-CUBE ASSESSMENT TOOL

JGA will administer the AEM-Cube Assessment focusing on supervisors and above (up to 10). This unique tool is utilized to understand individual members within the Department and how their unique cognitive preferences can be best employed to achieve maximum organizational success. The AEM-Cube Assessment also provides insight into individual work styles, operational preferences, and showcases the importance of every member's contribution to organizational success. (More information on the AEM-Cube Assessment Tool can be found on page 5).

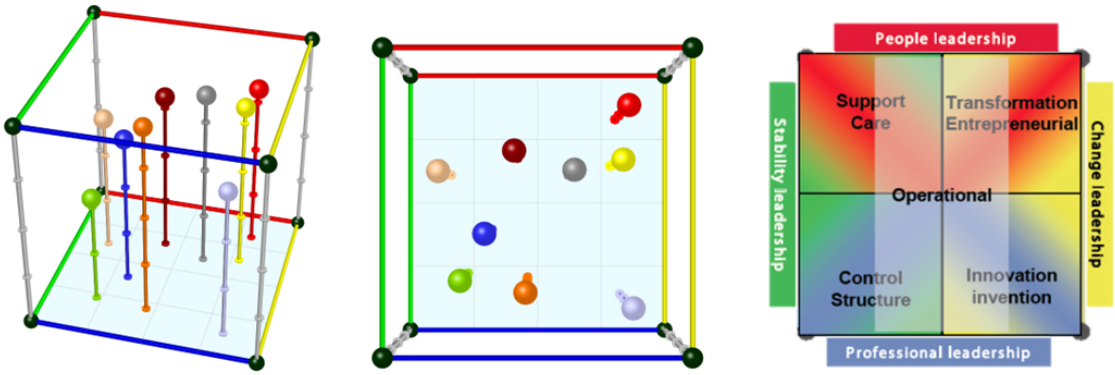
## STEP 5: RECOMMENDATIONS & FINDINGS

The final step of our Organizational Assessment process is a comprehensive, executive-level PowerPoint presentation to review our findings and tailored recommendations. This presentation will provide an engaging and accessible summary of the assessment, highlighting key strengths, areas for improvement, and actionable strategies to address identified challenges. Using clear visuals, data insights, and evidence-based recommendations, we ensure that your team fully understands the assessment outcomes and their implications for organizational growth and success. In addition, JGA will provide a tailored change management framework to support the implementation of these recommendations, ensuring smooth adoption and long-term sustainability.

The presentation is designed to foster collaboration and dialogue, offering your Leadership team an opportunity to ask questions, provide input, and align on next steps. By the end of the session, your Department will have a clear roadmap to enhance operational efficiency, strengthen team dynamics, and achieve strategic goals. This interactive format ensures that our recommendations are not just delivered but understood and embraced, empowering your team to move forward with confidence and clarity.

# TEAM DYNAMICS ASSESSMENT TOOL – AEM-CUBE

JGA's certified professional facilitators will administer the AEM-Cube Team Dynamics Assessment to supervisors and above, as determined by the City. The assessment was created as the result of decades of research focused on understanding how high-performing teams tackle complex challenges and enhance performance.




The AEM-Cube is a cutting-edge management tool that identifies and aligns the strategic diversity within an agency so that performance is optimized. Findings help management identify how teams interact and how to get the greatest contribution from each individual, team, and Department, which in turn maximizes both productivity and collaboration. This exclusive suite of 3D tools visualizes where individuals contribute optimally to overall team and agency growth. The AEM-Cube is delivered as an online questionnaire that provides each team member with a comprehensive report describing where they add value and what this means in a team and organizational setting. Individual results are also compiled to provide a deeper understanding of the team's limitations and opportunities.

# Banning Police Department's Project Commitment

Successful project outcomes rely on a strong partnership between our team and yours. To ensure the best results, we've outlined key client responsibilities that foster effective collaboration and project efficiency. By fulfilling these roles, you actively contribute to the project's success, helping us deliver high-quality work on time and within scope. This mutual commitment not only improves project outcomes but also maximizes the value and impact of our combined efforts.

- Clear Objectives: Define and communicate project goals, expectations, and deliverables clearly at the project's outset.
- Active Participation: Engage in regular meetings and provide necessary feedback to ensure the project stays on track and aligns with expectations.
- Resource Allocation: Ensure the availability of internal resources, including key personnel, data, and tools, required for the project.
- Open Communication: Maintain open and honest communication with the Consultant, addressing any concerns or changes in scope as soon as they arise.
- Decision-Making: Facilitate timely decision-making processes to avoid delays and ensure project progress.
- Access Provision: Provide the Consultant with necessary access to relevant systems, documentation, and facilities.
- Respect Timelines: Adhere to agreed-upon timelines for reviews, approvals, and information requests to maintain project momentum.
- Change Management: Collaborate on managing any changes in project scope, requirements, or timelines, ensuring mutual agreement on modifications.
- Partnership Approach: Foster a collaborative and respectful working relationship, recognizing that successful outcomes depend on both parties' commitment and cooperation.
- Timely Payment: Pay invoices pursuant to contract terms and communicate any payment issues promptly with the Consultant.




# YOUR TEAM

## SECTION B

JGA's Team Video Link: [Jacob Green and Associates - JGA - Your First Call]



## JACOB GREEN, MPA

Founder & CEO

Jacob is a nationally recognized local government expert in organization and leadership development. As an Assistant City Manager for the City of San Juan Capistrano and the City of Ontario, he has managed hundreds of employees and managed numerous government departments. As a trainer, keynote speaker, facilitator, and coach, Jacob has worked with municipal clients, as well as commercial clients such as Mattel, FedEx, Hyundai Capital, ADP, and many others. In 2019, Jacob distilled his personal and professional experiences into an Amazon Best-Selling book: *See Change Clearly: Leveraging Adversity to Sharpen Your Vision and Build Resilient Teams.* Jacob has received numerous awards for his leadership, including the National Caring Award, the Orange County Human Relations Award, and Most Inspiring Student at UC Irvine, and is the youngest recipient of the Gene Lentzner Humanitarian Award. Jacob has his Bachelor of Arts in Social Sciences with a Minor in Management from the University of California, Irvine, his Master of Public Administration (MPA) degree from California State University, Long Beach, and was recently awarded an honorary doctorate degree from Western University School of Health Sciences.



## TIM HAGEMAN

Project Lead

Captain Tim Hageman (Ret.) brings over 33 years of distinguished law enforcement experience to the JGA Team. Throughout his career, he has served in a variety of critical roles, including patrol officer, detective, Field Training Officer, School Resource Officer, S.W.A.T. operator, crisis negotiator, D.U.I. Team member, Internal Affairs investigator, Personnel and Training, and certified Drug Recognition Expert. As a captain with the Manhattan Beach Police Department, Tim managed both the Field Operations Bureau, which encompasses the Patrol Division, Traffic Division, K9 Section, and Parking & Animal Control Section, and the Administration & Investigations Bureau, overseeing the Investigations & Support Division and Budget & Technology Section. His leadership was instrumental in enhancing operational efficiency and fostering community engagement. Beyond his professional accomplishments, Tim has been an active member of the Rotary Club of Manhattan Beach since 2015, serving in various board positions, including Club President from 2020 to 2021. He is deeply committed to supporting military veterans and first responders, having chaired VetFest, an annual Veterans Day event, on three separate occasions. Tim also hosts a podcast called Behind The Line, which features stories and insights from military veterans and first responders. Tim holds both Bachelor's and Master's degrees in Criminal Justice Administration, underscoring his dedication to continuous learning and professional development.



## MICHELLE NEW

Director of Client Engagement

Michelle New is the Director of Client Services at Jacob Green & Associates, where she leads the successful delivery of client projects and ensures exceptional outcomes for California's local government agencies. With 20 years of experience in municipal leadership and consulting, Michelle specializes in project oversight, process improvement, organizational development, and workforce strategy. She brings deep expertise in public sector human resources management, succession planning, and talent development, and is a certified Project Management Professional. Michelle holds a Master's in Public Administration.



## MIKE BARAY

Senior Advisor

Chief Mike Baray (Ret.) brings 40 years of law enforcement experience to the Jacob Green and Associates team. As a former police chief and district attorney chief investigator, he has a unique law enforcement perspective. Chief Baray possesses extensive criminal and civil investigation experience. He also demonstrates strong capabilities in building successful teams, assessing core functions and operations of municipal and county government organizations, and implementing transformational change. Chief Baray brings over 20 years of investigative experience, 12 years of executive leadership, and 15 years in tactical operations. He began his career in 1982 with the Long Beach Police Department and served in the patrol division, metropolitan division/SWAT, and the special investigation division (SID) as a detective. In 1992, he transferred to the Murrieta Police Department and held every rank, including chief of police. In 2013, he took on the role of chief investigator for a District Attorney's Office, where he served for 9 years. At JGA, Chief Baray leads strategic planning, executive workshops, and training seminars tailored to the needs of public sector leaders. He applies his dual experience in law enforcement and investigations to help agencies align priorities, strengthen operations, and achieve measurable outcomes.



## KATHRYN HAMEL, PH.D.

Senior Advisor

Dr. Kathryn Hamel is a seasoned executive with over 30 years of experience across public, nonprofit, and private sectors. She previously served as Vice President and Chief Executive Officer for two nonprofit mental health organizations and as Senior Vice President of Human Resources and Organizational Development for a private international university. She also dedicated nearly 25 years to serving her communities as a law enforcement professional, retiring as a police lieutenant in 2019. In addition to her leadership roles, Dr. Hamel provides psychotherapy to vulnerable and traumatized populations. She also serves on the International Association of Chiefs of Police Human and Civil Rights Committee. She has been recognized as Advocate of the Year by the Greater Irvine Chamber of Commerce and as Mental Health Professional of the Year by the Mental Health Association of Orange County. She holds advanced degrees in public safety leadership, psychology, criminal justice, and vocational education, and is certified in trauma resilience and human trafficking prevention. At Jacob Green and Associates, Dr. Hamel leads strategic initiatives for public agencies, applying her expertise in public safety and organizational development. She has facilitated strategic planning efforts for law enforcement, fire services, water districts, and executive teams, including engagements with a District Attorney's Office, a fire district, and a municipal water agency. Her work also includes executive coaching for local government leaders and community-based strategic retreats. Dr. Hamel specializes in helping agencies align priorities, build leadership capacity, and achieve results through collaboration and data-driven decision-making.



## NICOLI HILSCHER

Senior Project Manager

Nicoli Hilscher brings over 23 years of expertise in Organizational Development, Leadership Development, Training, Facilitation, and Project Management. A retired Senior Master Sergeant from the United States Air Force, she distinguished herself in the top two percent of the active enlisted force. Nicoli's extensive background includes leading positions internationally, where she drove long-term organizational growth in diverse and fast-paced environments. She excelled in overseeing operations, professional development, and recognition programs for organizations ranging from 20 to 300 personnel. As a Senior Project Manager with Jacob Green and Associates, Nicoli plays a pivotal role in managing Organizational Development projects; such as Team buildings, Retreats, Leadership Academies, Organizational Assessments, Strategic Planning, and supporting our Work Planning teams. Known for her ability to keep teams on task and on-time, Nicoli ensures the highest quality of service delivery to all JGA clients.



# DAVE BROWN

Leadership Development Partner

Chief Dave Brown (ret.) is passionate about helping public sector executives and organizations succeed in a dynamic and challenging environment, especially when facing leadership, political, or personnel challenges. Chief Brown has held command positions in every division of law enforcement, including many years as a Chief of Police. He has also served as Director of Public Safety, Assistant City Manager, and held several stints as Interim City Manager. In 2017, Chief Brown was recruited by the City of Menifee, California, to spearhead the creation of the Menifee Police Department. Over the next three years, Brown created and implemented a robust, data-driven strategy, successfully launching the new Menifee Police Department on July 1, 2020. More recently, Dave served as the Executive Director of the Riverside Sheriffs Association (RSA), one of the largest law enforcement labor organizations in the country.




# COST PROPOSAL

## SECTION C

# COST PROPOSAL

| Description | Cost |
|---|---|
| Organizational Assessment | $48,000 |
| AEM-Cube Team Dynamics Assessment | $80 / Participant |
| | |
| **Travel** | Invoiced at cost from Southern California |
| **Materials** | Invoiced at cost |

## INVOICING SCHEDULE:

30% - Upon Project Kickoff
14% - Upon Completion of Step #1
14% - Upon Completion of Step #2
14% - Upon Completion of Step #3
14% - Upon Completion of Step #4
14% - Upon Completion of Step #5

Invoices will be issued monthly and will reflect progress achieved during the billing period based on the completion of the steps outlined above. Partial step completion may be billed proportionally, as applicable.

## LATE PAYMENT FEE:

All invoices are due and payable within 30 days of the invoice date. Any invoice not paid within 30 days will be subject to a late payment fee. A fee of 1.5% per month will be added to the outstanding balance until the invoice is paid in full.

The prices, specifications, and conditions covered within this proposal are satisfactory and hereby accepted. JGA is authorized to do the work as specified.

Signature:_____

Name/Title:_____

Date:_____



The costs outlined in this proposal are considered valid and binding for a period of 90 days, commencing from the date of the proposal's issuance. During this timeframe, the provided pricing and estimates for products, services, and associated expenses will remain unchanged, subject to the terms and conditions specified in the proposal document. Any modifications or alterations to the proposal, as well as adjustments to the costs, will require mutual agreement between the involved parties.

**AGREEMENT FOR PROFESSIONAL SERVICES FOR ORGANIZATION ASSESSMENT SERVICES BY AND BETWEEN CITY OF BANNING AND JACOB GREEN AND ASSOCIATES**

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: January 13, 2026, ("Effective Date") by and between the CITY OF BANNING**,** a California municipal corporation ("City") and JACOB GREEN AND ASSOCIATES 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 issuance of Proposal dated 12/26/2025 the performance of Organization Assessment Services for the Banning Police Department 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 a 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 |
|---|---|
| Jacob Green | Founder & CEO |

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 $48,000 (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

## ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through June 30, 2026, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

## ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any

insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the

expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

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

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

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

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

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

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

## ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

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

provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

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

5.3 Ownership of Documents.

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

5.4 Confidentiality and Release of Information.

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

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at

depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

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

## ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

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

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

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

6.5 Rights and Remedies are Cumulative.

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

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

## ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

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

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement.

Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

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

## ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

| | |
|---|---|
| If to City | Attn: Art Vela<br>Interim City Manager<br>City of Banning<br>99 East Ramsey Street<br>Banning, California 92220<br>Email: avela@banningca.gov |
| With a courtesy copy to: | John Pinkney, Acting City Attorney<br>Slovak Baron Empey Murphy & Pinkney LLP<br>74774 CA-111<br>Indian Wells, CA 92210<br>Email: pinkney@sbemp.com |
| If to Consultant: | Attn: Jacob Green<br>Founder & CEO<br>Jacob Green & Associates<br>13217 Jamboree Rd., #248<br>Tustin, CA 92782 |

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
Interim City Manager

ATTEST:

Sandra Calderon Date
Deputy 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 Organizational Assessment 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**

**None**

**EXHIBIT "C"**
**SCHEDULE OF COMPENSATION**

**I. Consultant shall perform the following tasks ("Tasks") at the following rates:**

| TASK | DESCRIPTION | SUB-BUDGET |
|---|---|---|
| 1. | Organizational Assessment | $48,000 |
| 2. | AEM-Cube Team Dynamics Assessment | $80 / Participant |
| 3. | Travel | Invoices at cost from Southern California |
| 4. | Materials | Invoiced at cost |
| 5. | | |
| 6. | | |
| 7. | | |

**TOTAL: $48,000**

**II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

**III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

**A.** Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

**B.** Line items for all materials and equipment properly charged to the Services.

**C.** Line items for all other approved reimbursable expenses claimed, with supporting documentation.

**D.** Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

**IV. The total compensation for Services shall not exceed $48,000 as provided in Section 2.1 of this Agreement.**

**V. Consultant's billing rates for all personnel are attached as Exhibit C-1.**

**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.**

**EXHIBIT "D-1"**
**PROPOSED PROJECT SCHEDULE**

(see section C-1)

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Patrick Safari, Capital Improvement Projects Manager**<br>**Nathan Smith, Deputy Director of Public Works/City Engineer** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-13, Awarding a Construction Contract for Project No. 2020-04 Sun Lakes Boulevard Extension Project, to Riverside Construction Company, Inc. in the amount of $20,996,793.50 and approving a 10% contingency for a total budget of "Not-to-Exceed" $23,096,472.85** |

---

**RECOMMENDATION:**

Adopt Resolution 2026-13

**BACKGROUND:**

The Sun Lakes Boulevard Extension project has been in planning for over three decades as a key component of the City of Banning major roadway network. The proposed one (1) mile Sun Lakes Boulevard extension roadway will connect Highland Home Road and Sunset Avenue in alignment with Sun Lakes Boulevard to the west and Westward Avenue to the east.

On April 14, 2020, City Council approved Resolution No. 2020-48 for Professional Services Agreement with WEBB for the design of the Sun Lakes Boulevard Extension Project in the amount of $548,416.05. The Agreement was subsequently amended five (5) times resulting in a total design cost of $1,364,706.66.

On July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The Agreement was subsequently amended two (2) times. The first amendment increased the funding by $12,000,000 and the second amendment increased the funding by $7,000,000 for a total of $20,000,000.

On October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project.

On October 22, 2024, City Council approved Resolution No. 2024-170 for a Reimbursement Agreement with SPFF, L.P., a Delaware limited partnership (Kinder Morgan) for the design and relocation of the pipeline facilities owned and operated by Kinder Morgan in relation to the Sun Lakes Boulevard Extension Project in the amount of $3,711,119.

On October 9, 2025, staff released an Invitation for Bids (IFB) for the construction of Sun Lakes Boulevard Extension Project on the City's public bidding platform. The bids were due on December 2, 2025. In response to the IFB, four (4) bids were received from the following contractors:

| | Contractor | Amount |
|---|---|---|
| 1) | Riverside Construction Co., Inc. | $20,996,793.50 |
| 2) | Los Angeles Engineering, Inc. | $25,150,000 |
| 3) | Granite Construction Co., Inc. | $26,060,224 |
| 4) | Griffith Company | $27,158,000 |

The scope of work will include the construction of one mile roadway including importation of 150,000 cubic yards of dirt; installation of storm drain concrete box culverts at three crossings of Smith Creek and West Pershing Channels measuring an average of 120 feet long by 100 feet wide; relocation of approximately 1,200 feet of 20-inch oil pipeline owned by Kinder Morgan; removal of 6 power poles and installation of 3,825 feet of underground electrical conduit and wiring; installation of 84,000 square feet of sidewalk; and installation of signage, street lighting and other miscellaneous items to have a fully functioning roadway. The project is expected to begin construction in March 2026 and end in October 2027.

**JUSTIFICATION:**

The Sun Lakes Boulevard extension project is considered an important project, which is identified in the City's General Plan Circulation Element, that will create a new arterial roadway to improve public safety and emergency response; reduce traffic congestion on city streets; reduce greenhouse gas emissions that result from vehicle idling; improve regional connectivity; and facilitate active transportation and public transportation alternatives.

Staff evaluated the bid proposals based on qualifications, cost, experience with the requested scope of services and response to the request for proposals. As a result, staff recommend the award of a Construction Contract to Riverside Construction Company, Inc. in the amount of $20,996,793.50.

**FISCAL IMPACT:**

Staff recommends awarding a Construction Contract to Riverside Construction Company, Inc. in the amount of $20,996,793.50 and approving a 10% contingency in the amount of $2,099,679.35 for a total "not-to-exceed" project budget of $ 23,096,472.85.

The project costs are eligible and expected to be reimbursed through TUMF Funds administered by WRCOG and MARA Funds administered by RCTC as shown below:

| Funding Source | Amount |
|---|---|
| TUMF Funds | $20,000,000 |
| MARA Funds | $13,500,000 |
| **Total** | **$33,500,000** |

The overall project expenses include key components required for successful completion: the Design Contract for planning and engineering, Construction Contract for physical build-out, and the essential Kinder Morgan Pipeline Relocation to address existing infrastructure conflicts. Additional costs will cover Environmental Construction Monitoring to ensure compliance with mitigation measures and Environmental Fees for permitting and oversight as shown below:

| Project Expenses | Amount |
|---|---|
| Design Contract | $1,364,706.66 |
| Construction Contract | $23,096,472.85 |
| Kinder Morgan Pipeline Relocation | $3,711,119 |
| Environmental Construction Monitoring | $420,090 |

| | |
|---|---|
| Environmental Fees | $58,796.50 |
| **Total** | **$28,651,185.01** |

With all expenses totaling $28,651,185.01 and total project funding of $33,500,000, the project maintains a healthy financial buffer of approximately $4.35 million, ensuring it remains on solid financial ground with adequate contingency for unforeseen costs.

The project shall be funded through Measure “A” Account No. 101-4900-431.93-16. An appropriation in the amount of $23,096,472.85 is required to fund the project. City staff will submit monthly reimbursement invoices to RCTC and WRCOG and has been in coordination with those agencies regarding the reimbursement schedule.

**ALTERNATIVES:**

Do not approve Resolution 2026-13 and provide alternative direction to staff.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

Yes

**ATTACHMENTS:**

1. Resolution_2026-13.docx
2. Resolution No. 2020-048.pdf
3. Resolution No. 2020-097.pdf
4. Resolution No. 2023-174.pdf
5. Resolution No. 2024-170.pdf
6. TUMF Reimbursement Agreement - Amendment No. 2.pdf
7. SFPP LS-11 Reimbursable Agreement City of Banning.pdf
8. MARA_Grant_Agreement.docx
9. Riverside Construction_Proposal.pdf

**RESOLUTION 2026-13**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT FOR PROJECT NO. 2020-04 SUN LAKES BOULEVARD EXTENSION PROJECT, TO RIVERSIDE CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF $20,996,793.50 AND APPROVING A 10% CONTINGENCY FOR A TOTAL BUDGET OF "NOT-TO-EXCEED" $23,096,472.85**

**WHEREAS**, the Sun Lakes Boulevard Extension project has been in planning for over three decades as a key component of the City of Banning major roadway network. The proposed one (1) mile Sun Lakes Boulevard extension roadway will connect Highland Home Road and Sunset Avenue in alignment with Sun Lakes Boulevard to the west and Westward Avenue to the east; and

**WHEREAS**, on April 14, 2020, City Council approved Resolution No. 2020-48 for Professional Services Agreement with WEBB for the design of the Sun Lakes Boulevard Extension Project in the amount of $548,416.05 with subsequent five amendments resulting in a total design cost of $1,364,706.66; and

**WHEREAS,** on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project with subsequent two amendments increasing the grant agreement to a total of $20,000,000; and

**WHEREAS,** on October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project; and

**WHEREAS,** on October 22, 2024, City Council approved Resolution No. 2024-170 for a Reimbursement Agreement with SPFF, L.P., a Delaware limited partnership (Kinder Morgan) for the design and relocation of the pipeline facilities owned and operated by Kinder Morgan in relation to the Sun Lakes Boulevard Extension Project in the amount of $3,711,119; and

**WHEREAS,** on October 9, 2025 staff released a Invitation for Bids (IFB) for the construction of Sun Lakes Boulevard Extension Project on the City's public bidding platform; and

**WHEREAS,** on December 2, 2025, in response to the IFB, four (4) proposals were received ranging in cost from $20,996,793.50 to $27,158,000; and

**WHEREAS**, the scope of work will include the construction of one mile roadway including importation of earth; installation of storm drain concrete box culverts at three crossings of Smith Creek and West Pershing Channels; relocation of oil pipeline owned by Kinder Morgan; removal of power poles and installation of underground electrical conduit and wiring; installation of sidewalk; and installation of signage, street lighting and other miscellaneous items to have a fully functioning roadway; and

**WHEREAS**, the Sun Lakes Boulevard extension project is considered an important project, which is identified in the City's General Plan Circulation Element, that will create a new arterial roadway to improve public safety and emergency response; reduce traffic congestion on

city streets; reduce greenhouse gas emissions that result from vehicle idling; improve regional connectivity; and facilitate active transportation and public transportation alternatives; and

**WHEREAS,** staff recommends awarding a Construction Contract to Riverside Construction Company, Inc. in the amount of $20,996,793.50 and approving a 10% contingency in the amount of $2,099,679.35 for a total "not-to-exceed" project budget of $ 23,096,472.85; and

**WHEREAS,** the cost of design, construction, utilities relocation and environmental permitting totaling $28,651,185.01 and total project funding of $33,500,000, the project maintains a healthy financial buffer of approximately $4.35 million, ensuring it remains on solid financial ground with adequate contingency for unforeseen costs; and

**WHEREAS,** the project costs are eligible and expected to be reimbursed through TUMF Funds administered by WRCOG and MARA Funds administered by RCTC.

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

SECTION 1. The City Council approves the Construction Contract with Riverside Construction Company, Inc. in the amount of $20,996,793.50 and approving a 10% contingency for a total budget of "not-to-exceed" $23,096,472.85 for the construction of Sun Lakes Boulevard Extension**.**

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute the Construction Contract with Riverside Construction Company, Inc.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and execute the Construction Contract with Riverside Construction Company, Inc

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

**PASSED, APPROVED AND ADOPTED** this 13th day of January 2026.

Richard Royce, 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 2026-13, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**
Construction Contract with Riverside Construction Company, Inc.

## RESOLUTION 2020-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE SUN LAKES BOULEVARD EXTENSION FROM HIGHLAND HOME ROAD TO SUNSET AVENUE, TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $548,416.05 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $603,258.05**

**WHEREAS**, there is a current need for a new road on the south side of Interstate 10 to close a gap in the City's street network from Highland Home Road to Sunset Avenue to reduce existing congestion at the Highland Springs Avenue interchange and to accommodate expected growth within the City; and

**WHEREAS**, on February 11, 2020, under Resolution 2020-21 the City Council accepted Lots A, D, E, F and G for the necessary right-of-way for the extension of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The lots were originally offered to the City on Parcel Map 25541 approved on August 28, 1990, at which time the City deferred the approval of the right-of-way to a future date; and

**WHEREAS,** on March 24, 2020, under Resolution 2020-37, the City Council approved General Plan Amendment 19-2502 and Environmental Assessment 19-1503, a proposed amendment to the Circulation Element of the General Plan to modify the alignment of Sun Lakes Boulevard from its existing General Plan alignment with Lincoln Street to the proposed alignment with Westward Avenue following closely the right-of-way offered on Parcel Map 25541; and

**WHEREAS**, on February 18, 2020, staff released an Invitation for Bid for the Design of the Sun Lakes Boulevard Extension to five (5) consultants on the on-call engineering list approved by City Council on September 10, 2019 under Resolution 2019-116 and received three (3) proposals ranging in costs from $508,678 to $849,674; and

**WHEREAS,** staff evaluated the proposals based on qualifications, cost, experience with the request scope of services and response to the request for proposals. As a result, staff recommends the award of a professional services agreement to Albert A. Webb Associates, in the amount of $548,416.05; and

**WHEREAS,** the total project budget of $603,258.05, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the Western Riverside Council of Governments (WRCOG) via the Transportation Uniform Mitigation Fee (TUMF) program.

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

SECTION 1. The City of Banning City Council adopts Resolution No. 2020-48 Professional Services Agreement for the Design of the Sun Lakes Boulevard Extension from Highland Home Road to Sunset Avenue, to Albert A. Webb Associates in the amount of $548,416.05 and approves a 10% contingency for a total project budget of "not-to-exceed" $603,258.05.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Albert A. Webb Associates and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates.

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

**PASSED, APPROVED and ADOPTED** this 14th day of April, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

**ATTEST:**

Sonja De La Fuente, Deputy City Clerk

**APPROVED AS TO FORM AND LEGAL CONTENT:**

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2020-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th of April, 2020.

AYES: Councilmembers Happe, Pingree, Wallace, Welch & Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

## RESOLUTION 2020-97

**ADOPT RESOLUTION 2020-97, AUTHORIZING THE CITY MANAGER TO EXECUTE A TUMF REIMBURSEMENT AGREEMENT WITH WRCOG FOR UP TO $1,000,000 IN TUMF FUNDS FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT**

**WHEREAS,** Western Riverside Council of Government (WRCOG) has developed and administers the Transportation Uniform Mitigation Fee (TUMF) program, a regional fee program designed to provide transportation infrastructure to mitigate the impact of new growth in western Riverside County. The City of Banning is an active member in WRCOG; and

**WHEREAS**, as the program administrator, WRCOG allocates TUMF funds to a variety of agencies, including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), Western Riverside Regional Conservation Authority (RCA) and western Riverside cities and Riverside County areas through applicable TUMF Zones; and

**WHEREAS**, the City of Banning is part of the Pass Zone along with the City of Calimesa, City of Beaumont and Riverside County (District 5); and

**WHEREAS, t**he Pass Zone Transportation Improvement Program (TIP), which included the Sun Lakes Boulevard Extension project, was approved by the WRCOG Executive Committee at its May 4, 2020 meeting; and

**WHEREAS,** the TUMF Reimbursement Agreement will provide up to $1,000,000 in TUMF funds in the form of a reimbursement to the City of Banning for expenditures related to the Sun Lakes Boulevard Extension project; and

**WHEREAS,** the WRCOG Executive Committee approved the TUMF Reimbursement Agreement at its June 1, 2020 meeting.

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

Section 1. The Banning City Council adopts Resolution 2020-97 authorizing the City Manager to execute the TUMF Reimbursement Agreement with WRCOG for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

Section 2. The City Manager or his designee is authorized to record the reimbursement funds and to make all necessary budget adjustments, appropriations and transfers related to the TUMF Reimbursement Agreement for the Sun Lakes Boulevard Extension project.

**PASSED, APPROVED AND ADOPTED** this 14th day of July, 2020.

Daniela Andrade, Mayor
City of Banning

**ATTEST:**

Sonja De La Fuente, Deputy City Clerk
City of Banning

**APPROVED AS TO FORM**
**AND LEGAL CONTENT:**

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

**CERTIFICATION:**

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2020-97, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th day of July, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None



Sonja De La Fuente, Deputy City Clerk
City of Banning

**RESOLUTION 2023-174**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION FOR $13,500,000 IN MEASURE A FUNDING FOR THE CONSTRUCTION OF THE SUN LAKES BOULEVARD EXTENSION PROJECT**

**WHEREAS**, Sun Lakes Boulevard exists on the City's Circulation Element as an arterial highway; and

**WHEREAS**, on April 14, 2020 City Council adopted Resolution 2020-48 authorizing design services for the Sun Lakes Boulevard Extension Project (also known as the Westward Avenue Extension Project) ("Project"); and

**WHEREAS,** the Project is eligible for grant funding for construction under the Riverside County Transportation Commission Measure A Regional Arterial program; and

**WHEREAS**, the Riverside County Transportation Commission selected the Project through a competitive grant program for $13,500,000 of Measure A money collected and administered by the Riverside County Transportation Commission.

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

SECTION 1. The City Council approves the grant agreement, attached hereto as Exhibit "A", between the Riverside County Transportation Commission and the City of Banning for $13,500,000 in construction funding for the Sun Lakes Boulevard extension project.

SECTION 2. The City Council authorizes the Mayor to sign the grant agreement for the funding of Measure A Regional Arterial Improvements.

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 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Deputy City Clerk
City of Banning

**APPROVED AS TO FORM AND LEGAL CONTENT:**

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

**CERTIFICATION:**

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-174, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

**EXHIBIT A**
**Grant Agreement**

# AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF BANNING ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Sun Lakes Extension Project, ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described

in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million, Five Hundred Thousand Dollars ($13,500,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not

timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Thirteen Million, Five Hundred Thirty-Six Thousand Dollars ($13,536,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Doug Schulze, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the

Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

| | |
|---|---|
| **CITY OF BANNING** | **RCTC** |
| 99 East Ramsey Street | Riverside County Transportation Commission |
| Banning, CA 92220 | 4080 Lemon Street, 3rd Floor |
| | Mailing address: P.O. Box 12008 |
| | Riverside, CA 92501 |
| ATTN:City Manager | ATTN: Executive Director |

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction

and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

**[Signatures on following page]**

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

**CITY OF BANNING**

By: _____
Alberto Sanchez, Mayor

ATTEST:

By: _____
Caroline Patton, City Clerk

APPROVED AS TO FORM:

By: _____

# EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

**SCOPE OF WORK:** Construct new 1.02-mile section of Westward Avenue from Sunset Avenue to Highland Home Road. Will include two eastbound and two westbound lanes, comprised of a 12-foot inner lane and a 14-foot outer lane in each direction; a raised 18-foot wide median; 8-foot-wide Class 2 bike lanes in each direction; 8-foot-wide sidewalks; associated road striping, drainage, and street light improvements.

**FUNDING:**

| PHASE | MARA Fund | LOCAL | TOTAL |
|---|---|---|---|
| CONSTRUCTION | $13,500,000 | $13,536,000 | $27,036,000 |
| TOTAL | $13,500,000 | $13,536,000 | $27,036,000 |

**TIMETABLE:** Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

| PHASE | START DATE | END DATE | COMMENTS |
|---|---|---|---|
| Construction | 3/2025 | 8/2026 | 360 Working Days |

# EXHIBIT "B"

PROJECT LOCATION MAP

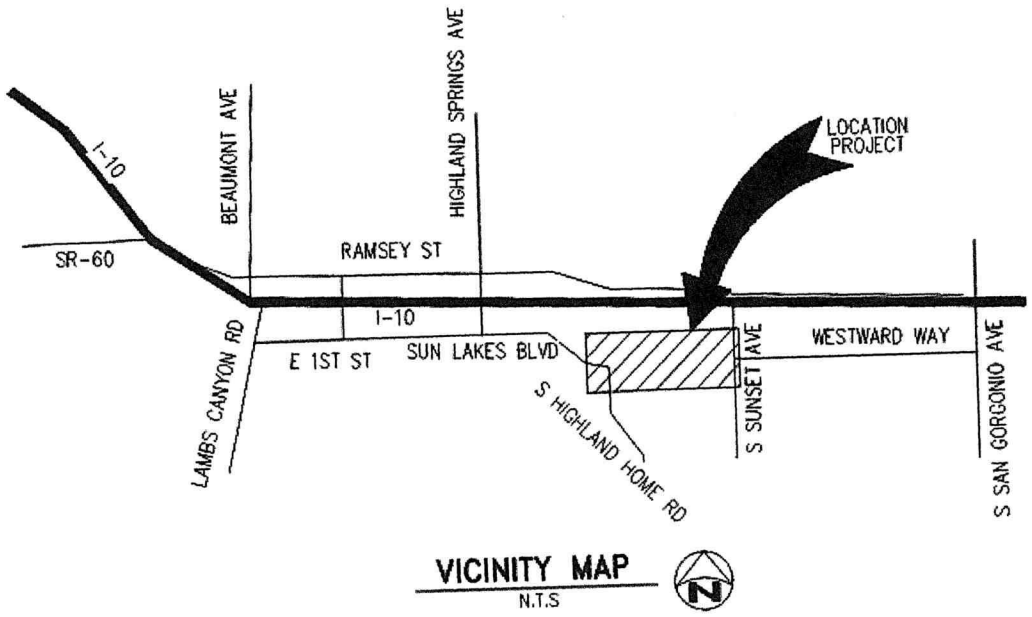



Exhibit B

17336.02600\32593628.1

# EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on theWork; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

# EXHIBIT "C-1"
ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

## 1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

### 1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

*The Decimal Ratio of Payroll Additives to Direct Salary Costs.* Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

*The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs.* Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
**(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)**

**1.2 FIXED FEE.**

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

**1.3 ADDITIONAL DIRECT COSTS.**

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

| ITEM | REIMBURSEMENT RATE |
|---|---|
| | ***[___insert charges___]*** |
| Per Diem | $ /day |
| Car mileage | $ /mile |
| Travel | $ /trip |
| Computer Charges | $ /hour |
| Photocopies | $ /copy |
| Blueline | $ /sheet |
| LD Telephone | $ /call |
| Fax | $ /sheet |
| Photographs | $ /sheet |

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

## 2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

| POSITION OR CLASSIFICATION | RANGE OF HOURLY RATES |
|---|---|
| ***[___sample___]*** | |
| Principal | $ .00 - $ .00/hour |
| Project Manager | $ .00 - $ .00/hour |
| Sr. Engineer/Planner | $ .00 - $ .00/hour |
| Project Engineer/Planner | $ .00 - $ .00/hour |
| Assoc. Engineer/Planner | $ .00 - $ .00/hour |
| Technician | $ .00 - $ .00/hour |
| Drafter/CADD Operator | $ .00 - $ .00/hour |
| Word Processor | $ .00 - $ .00/hour |

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

## 3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

## 4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

# EXHIBIT "C-2"
## Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

| | |
|---|---|
| Total Authorized Agreement Amount: | $0,000,000.00 |
| Total Invoiced to Date: | $0,000,000.00 |
| Total Previously Invoiced: | $0,000,000.00 |
| Balance Remaining: | $0,000,000.00 |
| **Amount due this Invoice:** | **$0,000,000.00** |

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

# EXHIBIT "C-3"

## Sample Letter from Contractor to City/County

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable

Invoice#_____

---

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

| | |
|---|---|
| Total Base Contract Amount: | $000,000.00 |
| Authorized Extra Work (if Applicable) | $000,000.00 |
| | ---------- |
| TOTAL AUTHORIZED CONTRACT AMOUNT: | $000,000.00 |
| | |
| Total Invoice to Date: | $000,000.00 |
| Total Previously Billed: | $000,000.00 |
| Balance Remaining: | $000,000.00 |
| | |
| Amount Due this Invoice: | $000,000.00 |
| | ========== |

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT C-4**
**Sample Progress Report**

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

| Problems | Corrective Action |
|---|---|
| None | None |

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

# AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF BANNING ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Sun Lakes Extension Project, ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described

in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million, Five Hundred Thousand Dollars ($13,500,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not

timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Thirteen Million, Five Hundred Thirty-Six Thousand Dollars ($13,536,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Doug Schulze, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the

Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

| | |
|---|---|
| **CITY OF BANNING** | **RCTC** |
| 99 East Ramsey Street | Riverside County Transportation Commission |
| Banning, CA 92220 | 4080 Lemon Street, 3rd Floor |
| | Mailing address: P.O. Box 12008 |
| | Riverside, CA 92501 |
| ATTN:City Manager | ATTN: Executive Director |

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction

and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

**[Signatures on following page]**

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

**CITY OF BANNING**

By: _____
Alberto Sanchez, Mayor

ATTEST:

By: _____
Caroline Patton, City Clerk

APPROVED AS TO FORM:

By: _____

# EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

**SCOPE OF WORK:** Construct new 1.02-mile section of Westward Avenue from Sunset Avenue to Highland Home Road. Will include two eastbound and two westbound lanes, comprised of a 12-foot inner lane and a 14-foot outer lane in each direction; a raised 18-foot wide median; 8-foot-wide Class 2 bike lanes in each direction; 8-foot-wide sidewalks; associated road striping, drainage, and street light improvements.

**FUNDING:**

| PHASE | MARA Fund | LOCAL | TOTAL |
|---|---|---|---|
| CONSTRUCTION | $13,500,000 | $13,536,000 | $27,036,000 |
| TOTAL | $13,500,000 | $13,536,000 | $27,036,000 |

**TIMETABLE:** Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

| PHASE | START DATE | END DATE | COMMENTS |
|---|---|---|---|
| Construction | 3/2025 | 8/2026 | 360 Working Days |

# EXHIBIT "B"

PROJECT LOCATION MAP

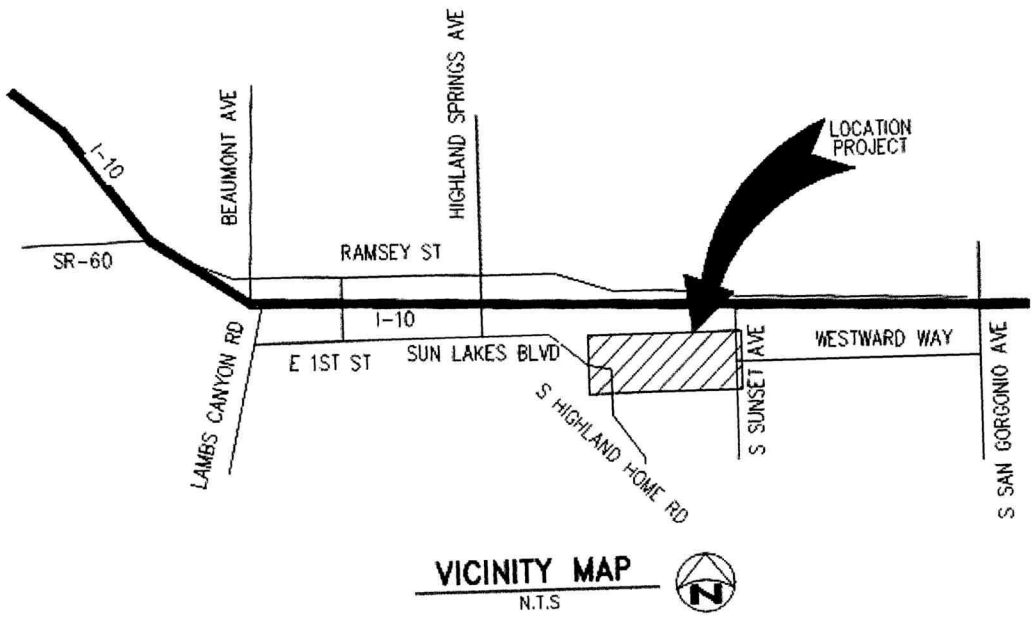



Exhibit B

17336.02600\32593628.1

# EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on theWork; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

# EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

## 1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

### 1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

*The Decimal Ratio of Payroll Additives to Direct Salary Costs.* Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

*The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs.* Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
**(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)**

**1.2 FIXED FEE.**

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

**1.3 ADDITIONAL DIRECT COSTS.**

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

| ITEM | REIMBURSEMENT RATE |
|---|---|
| | ***[___insert charges___]*** |
| Per Diem | $ /day |
| Car mileage | $ /mile |
| Travel | $ /trip |
| Computer Charges | $ /hour |
| Photocopies | $ /copy |
| Blueline | $ /sheet |
| LD Telephone | $ /call |
| Fax | $ /sheet |
| Photographs | $ /sheet |

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

## 2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

| POSITION OR CLASSIFICATION | RANGE OF HOURLY RATES |
|---|---|
| ***[___sample___]*** | |
| Principal | $ .00 - $ .00/hour |
| Project Manager | $ .00 - $ .00/hour |
| Sr. Engineer/Planner | $ .00 - $ .00/hour |
| Project Engineer/Planner | $ .00 - $ .00/hour |
| Assoc. Engineer/Planner | $ .00 - $ .00/hour |
| Technician | $ .00 - $ .00/hour |
| Drafter/CADD Operator | $ .00 - $ .00/hour |
| Word Processor | $ .00 - $ .00/hour |

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

## 3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

## 4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

# EXHIBIT "C-2"
## Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

| | |
|---|---|
| Total Authorized Agreement Amount: | $0,000,000.00 |
| Total Invoiced to Date: | $0,000,000.00 |
| Total Previously Invoiced: | $0,000,000.00 |
| Balance Remaining: | $0,000,000.00 |
| **Amount due this Invoice:** | **$0,000,000.00** |

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

# EXHIBIT "C-3"

## Sample Letter from Contractor to City/County

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable Invoice #_____

---

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

| | |
|---|---|
| Total Base Contract Amount: | $000,000.00 |
| Authorized Extra Work (if Applicable) | $000,000.00 |
| | ---------- |
| TOTAL AUTHORIZED CONTRACT AMOUNT: | $000,000.00 |
| | |
| Total Invoice to Date: | $000,000.00 |
| Total Previously Billed: | $000,000.00 |
| Balance Remaining: | $000,000.00 |
| | |
| Amount Due this Invoice: | $000,000.00 |
| | ========== |

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

**EXHIBIT C-4**
**Sample Progress Report**

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

| Problems | Corrective Action |
|---|---|
| None | None |

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

**RESOLUTION 2024-170**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT WITH SFPP, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR COSTS ASSOCIATED WITH THE DESIGN AND RELOCATION OF PIPELINE FACILITIES OWNED AND OPERATED BY SFPP IN RELATION TO THE SUN LAKES BOULEVARD EXTENSION PROJECT**

**WHEREAS**, the City of Banning has adopted a Circulation Element within the General Plan that identifies the Sun Lakes Boulevard as an Arterial highway concurrent with the proposed Sun Lakes Boulevard Extension Project; and

**WHEREAS**, the City of Banning has adopted a Capital Improvement Program that includes the design and construction of the Sun Lakes Boulevard Extension Project with funding allocations from the City's Streets Development Impact Fee fund; and

**WHEREAS**, the City of Banning, through various previous resolutions, has approved actions related to the acceptance of right of way, reimbursement agreements, award of design contracts, and acceptance of grant funding for the design and construction of the Sun Lakes Boulevard Extension Project; and

**WHEREAS,** SFPP L.P., a Delaware limited partnership, owns and operates an oil transmission pipeline within an existing easement recorded on August 4, 1955 in book 1776 page 565 of official records; and

**WHEREAS,** the easement held by SFPP L.P., a Delaware limited partnership, is senior to rights of way offered and accepted by the City of Banning by Resolution 2020-21 on the 11th of February, 2024; and

**WHEREAS,** an encroachment permit from SFPP L.P., a Delaware limited partnership, is required prior to the authorization of construction of the Sun Lakes Boulevard Extension project, where the encroachment permit carries with it requirements for third parties to reimburse SFPP L.P. for costs incurred related to the relocation and protection of their facilities.

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

SECTION 1. The City Council approves the Reimbursement Agreement Related to Pipeline Design and Relocation for the Sun Lakes Boulevard Extension Project with SFPP L.P., a Delaware limited partnership, attached hereto as Exhibit "A".

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Reimbursement Agreement and to execute the Reimbursement Agreement with SFPP L.P., a Delaware limited partnership. 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 22nd day of October 2024.

Alberto Sanchez, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Administrative City Clerk
City of Banning

**APPROVED AS TO FORM:**

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

**CERTIFICATION:**

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2024-170, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 22nd day of October 2024 by the following vote, to wit:

AYES: Flynn, Happe, Sanchez, and Wallace.

NOES:

ABSENT: Minjares.

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

**EXHIBIT A**
Reimbursement Agreement

**Reimbursement Agreement Related to Pipeline Design and Relocation for the Sun Lakes Boulevard Extension Project**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of this _____th day of _____, 2024 ("Effective Date"), by and between **SFPP, L.P.**, a Delaware limited partnership ("SFPP"), with an office at 1001 Louisiana Street, Houston, TX 77002, and the City of Banning, a California municipal corporation ("City") whose address is 99 E. Ramsey Street, Banning Ca, 92220.

WHEREAS, City is proposing to construct an extension of Sun Lakes Blvd, hereinafter referred to as the "Project," which will necessitate inspection personnel to be on site during the course of Project and necessitate relocation of SFPP's LS-111/112/113 petroleum line "SFPP Facility", as shown in the attached Exhibit "A".

WHEREAS, City has agreed to reimburse SFPP for one hundred percent (100%) of the total cost of such inspector time and relocation expenses, as described in attached Exhibit "B".

NOW THEREFORE, for and in consideration of the premises and the mutual benefits to all parties, and intending hereby to be legally bound, it is understood and agreed as follows:

1. SFPP will be on site during construction of the Project to inspect, protect and complete the work to relocate the SFPP Facility in a manner that will be sufficient for both SFPP and City, as depicted in in the drawing attached hereto as Exhibit "A", all hereinafter referred to as the "Work." SFPP is hereby granted a right of entry in and upon City's property as reasonably necessary for SFPP to perform the Work.

   All Work performed by SFPP shall comply with any and all applicable laws, statutes, regulations, and orders. *Some or all of the Work constitutes "public works" as defined in California Labor Code Section 1720(a). As to that portion of the Work constituting public works, SFPP will comply with Labor Code Sections 1720 through 1861 including paying prevailing wages and otherwise complying with the requirements set forth in Exhibit "C", "California Labor Code Compliance" attached hereto and incorporated by reference herein.*

2. City will secure and grant easement rights for SFPP sufficient to execute the Work and continued operation and maintenance of the SFPP Facility. Such easement agreements shall be approved by SFPP prior to City purchasing the easement agreements.

3. City shall pay SFPP for one-hundred percent (100%) of the actual costs and expenses incurred by SFPP to perform the Work ("Reimbursement Expenses"). SFPP estimates that the Reimbursement Expenses to be incurred by SFPP and paid by City are $3,711,119.

4. City shall prepay SFPP the Reimbursement Expenses in phases necessary to complete the Work in accordance with the scope of work as described in Exhibit "B" attached hereto (each payment hereinafter defined as a "Progress Payment"). SFPP to provide City with an estimate for each Progress Payment in the form of a Progress Payment Invoice ("Invoice") in advance of performing the Work or ordering materials. Such estimate is a

budgetary estimate only, and shall not in any way constitute a limit upon the amount of the total actual cost of the Work, including overheads and taxes, incurred by SFPP, for which City shall be liable to pay hereunder. Such cost estimate is based on the costs of labor and expenses current at the time of preparation of the estimate, and is subject to revision by and at the discretion of SFPP to reflect any changes in such cost that may occur prior to the completion of the Work. Such cost estimate makes no provision of encountering unforeseen rock, water, bad weather, or any other unforeseen contingencies in connection with the Work and such contingencies will be included and accounted for in the total actual cost of the Work, for which City agrees to reimburse SFPP in full.

Notwithstanding the foregoing, the City shall have the right to terminate this Agreement for any reason at any time within Phase 1 and Phase 2 as shown in Exhibit B by providing SFPP not less that fifteen (15) day's prior, written notice. In such event, City shall pay SFPP for any portion of the Work not yet paid for, but satisfactorily performed.

5. Upon full execution of this Agreement, City shall pay SFPP $128,938 as an initial Progress Payment for the first phase of the Work identified in Exhibit "B". SFPP shall be under no obligation to commence any activities relative to the Work until City has fully paid SFPP in accordance with the Invoice and all authorizations and permits, if any, necessary to complete the Work have been received. Upon receipt of the Progress Payment, SFPP will make arrangements to begin the Work as soon thereafter as reasonably possible. SFPP shall be under no obligation to incur any damages or additional expense for any delay to the Work and shall have no liability whatsoever to City for expired permits or additional adjustments necessary to complete the Work if any Progress Payment is delayed or withheld. All payments due hereunder shall be in the form either of a check or a wire transfer.

6. As promptly as reasonably possible, but no sooner than ninety (90) days following completion of all phases of the Work, SFPP shall provide City an accounting for any variance between the sum of all Progress Payments and the total Reimbursement Expenses ("Final Accounting"); provided, however, that City shall be obligated to pay SFPP for the total Reimbursement Expenses regardless of whether the Reimbursement Expenses are more or less than the total Progress Payments. The Final Accounting shall include written documentation of all costs incurred by SFPP reflected therein.

   In the event City owes SFPP additional payment to cover the Reimbursement Expenses, SFPP will provide a final invoice to City within thirty (30) days after the Final Accounting. Should City fail to make payment of such invoice within (60) days after its receipt of the Final Accounting, SFPP shall be entitled to collect from City the amount of said invoice together with interest at a rate equal to the then-applicable Federal Energy Regulatory Commission ("FERC") refund interest rate as specified in Section 154.501(d) of FERC's regulations. Such interest shall accrue on unpaid amounts, including on unpaid interest, compounded monthly, beginning on the payment due date of SFPP's invoice to City and terminating when such invoice is paid. In the event that SFPP owes City a refund of amounts paid, SFPP agrees to make that refund to City within sixty (60) days after providing the Final Accounting to City.

7. City agrees to perform the Project in accordance with the drawings for the Project as provided to SFPP and in effect on the date this Agreement is executed and will not make any changes to the Project where the SFPP Facility is involved without prior written notification to SFPP. If changes to the Project are made or future changes are made to City's development that affect the SFPP Facility such that additional adjustments are

necessary within SFPP's currently existing right of way or otherwise affect the property interests of SFPP, then SFPP will provide the City with a new cost estimate. If approved by City, SFPP will provide an invoice for payment thereof to the City and proceed to make the adjustments after receiving payment.

8. SFPP will keep all cost records pertaining to the Work in order to have them readily available for City to audit. City has the right to audit the records during the regular office hours of SFPP for a period of three (3) years from the date the Work is completed.

9. SFPP and City acknowledge and agree that nothing in this Agreement shall operate or be construed as a representation or guarantee that the activities of SFPP shall result in the Work being successful or completed, or that the Work will be completed by any specific or anticipated date, and SFPP shall have no liability whatsoever to City for the failure to complete the Work, provided however, while recognizing this is an accommodation without financial incentive to SFPP, SFPP will undertake the Work in its normal course of business. The Work undertaken by SFPP herein shall be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND SFPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ITS ACTIVITIES OR ANY MATTER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONFORMANCE TO MODELS OR SAMPLES OF MATERIAL. In no event shall SFPP be liable to City with respect to SFPP's Work or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Work, whether arising in contract, tort, (including, but not limited to, negligence or strict liability) or otherwise. IT IS SPECIFICALLY AGREED THAT SFPP SHALL HAVE NO OBLIGATION WHATSOEVER FOR, AND CITY EXPRESSLY WAIVES, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DELAY DAMAGES WITH RESPECT TO THE WORK, OR THIS AGREEMENT, REGARDLESS OF HOW CAUSED.

10. By granting its consent to the Project in conjunction with the performance of the Work, it is understood that SFPP does not assume any additional responsibility for the protection, operation, and maintenance of its SFPP Facility because of the Project. In consideration of such consent, City agrees to defend, indemnify, and hold SFPP, its officers, employees, representatives, agents, contractors, and subcontractors harmless, from and against any and all claims, demands, actions, expenses (including court costs and attorneys' fees), losses, damages, stop notices, liens, causes of action, and liability ("Claims"), whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons, to the extent arising out of or related to the negligent acts or omissions, or willful misconduct, of the City in connection with the Work or the Project, except to the extent any such Claim is caused by or arises out of the gross negligence or willful misconduct of SFPP or its employees or contractors.

    SFPP agrees to defend, indemnify, and hold City, its elected officials, officers, employees, representatives, agents, contractors, and subcontractors harmless, from and against any and all Claims, whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons, to the extent arising out of or related to the negligent acts or omissions, or willful misconduct, of SFPP in connection with the Work or the Project, except to the extent any such Claim is caused by or arises out of the negligence or willful misconduct of the City or its employees or contractors.

11. City and SFPP shall each carry, and cause their contractors and subcontractors to carry, at its and their own expense, with reliable insurance companies authorized to provide insurance within the State of California, insurance to cover their respective obligations and liabilities under this Agreement, including, but not limited to worker's compensation insurance with employer's liability coverage, commercial general liability insurance with contractual liability coverage, and automobile liability insurance. To the extent The Work performed by or on behalf of SFPP consists of design professional services, SFPP shall also provide professional liability insurance. The parties further agree that all policies of insurance that are intended to cover any liabilities, expenses, losses, claims, costs (including attorneys' fees), suits, and causes of action incurred hereunder shall be properly endorsed to waive the insurer's rights of subrogation (except any worker's compensation and professional liability policies), under any such policies, against the other party. The form and limits of the policies required to be maintained by City's contractor(s) and SFPP shall be as reasonably established by City's risk manager. Both parties may satisfy their insurance obligations hereunder through its program of self-insurance.

12. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect thereafter until the date that the Parties' rights and obligations under Sections 4, 5, and 6 of this Agreement, including the right to payment and refund, have been fully satisfied. SFPP shall have the right to terminate this Agreement in the event City has failed to make a timely payment of or toward the Progress Payment in accordance with the payment provisions herein, and/or City causes the proposed construction described herein to be delayed, such that the Work cannot reasonably be completed within two (2) years of the Effective Date.

13. This Agreement shall be construed in accordance with the laws of the State of California, without regard for change of venue rules. Venue shall be the Federal court having jurisdiction within Riverside County, California. The parties hereto agree to waive jury trial for any matters that arise from this Agreement. This Agreement is subject to all valid laws, rules or regulations of any governmental authority having jurisdiction, incorporates the entire agreement between the parties, may only be changed or amended by written agreement of the parties hereto, and shall be binding on the parties hereto as well as their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CITY OF BANNING**

By: _____
Doug Schulze, City Manager

ATTEST:

By: _____
Marie Calderon, City Clerk

APPROVED AS TO FORM:

By: _____
Serita Young, City Attorney

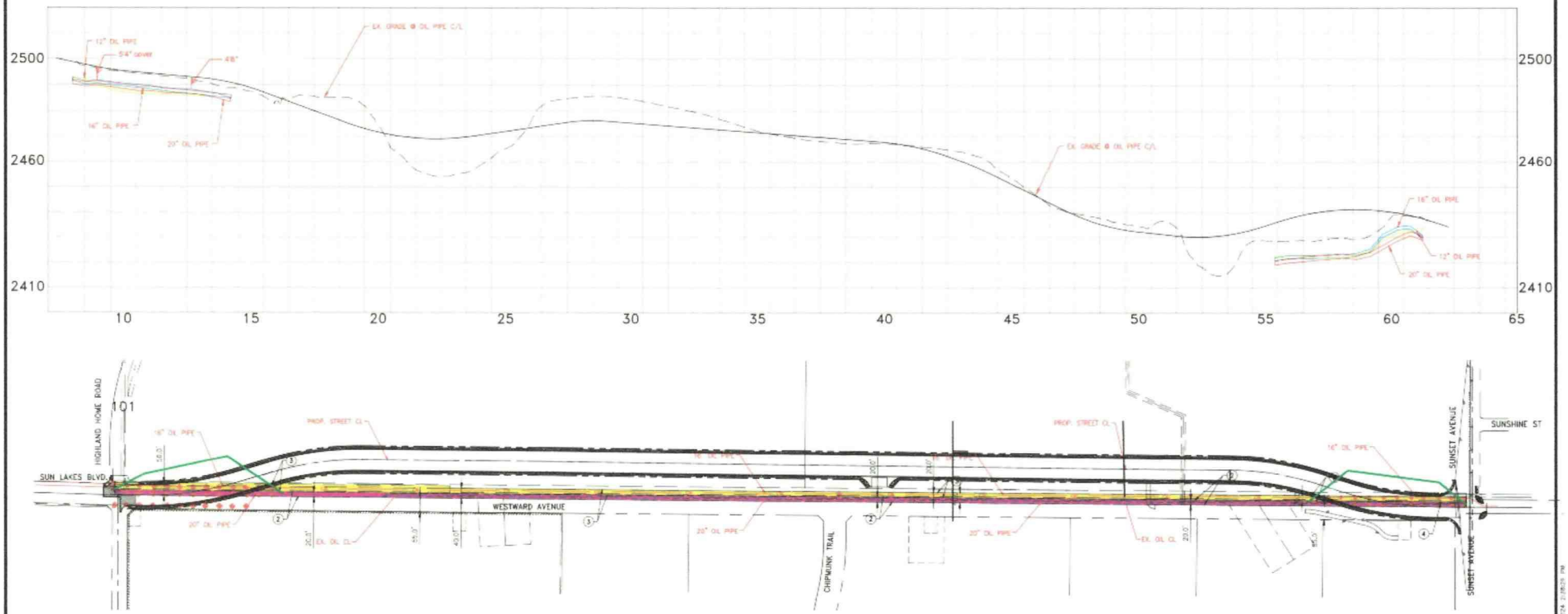
**SFPP, L.P., a Delaware Limited Partnership**
By: Kinder Morgan Operating L.P. "D"
By: Kinder Morgan G.P., Inc., its General Partner

---

By:
Title:

**Exhibit "A"**

EXHIBIT A







EASEMENTS PER FIRST AMERICAN TITLE INSURANCE COMPANY NO. NCS-1132980-KCTY, DATED MAY 05, 2022

(2) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 4, 1952 IN BOOK 1776, PAGE 565 OF OFFICIAL RECORDS, IN FAVOR OF THE SOUTHERN PACIFIC PIPE LINES.

(3) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 9, 1957 IN BOOK 2160, PAGE 197 OF OFFICIAL RECORDS, IN FAVOR OF FOUR CORNERS PIPE LINE COMPANIES, A CORPORATION. (STRIPS #1 & 2 PLOTTED ON THIS SURVEY)

(4) AN EASEMENT FOR VALVE SITE AND INCIDENTAL PURPOSES, RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2822 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN PACIFIC PIPE LINE. (X OF 12" VALVE PLOTTED PER DRAWING NO. A-MSC-265)

LEGEND

(2)
(3)
POTHOLE

**POTHOLE NOTE:**

- ADDITIONAL POTHOLING WILL BE PERFORMED AT 50' INTERVAL AT ACCEPTANCE OF KM FOR THAT WORK PLAN.
- ADDITIONAL POTHOLE INFORMATION OBTAIN FROM QUESTAR SOUTHERN TRAILS PIPELINE R-4362 SHEET No. 49 & 50. SEE SHEET 7.

N
W
E
S

1"=180'
180 0 180 360 540

PRELIMINARY

ALBERT A. WEBB ASSOCIATES

4/3 2020-3126
SHEET 1 OF 2 SHEETS

503

**Exhibit "B"**

Scope of Work

Phase

1. Professional Engineering & Internal Labor
2. Permitting
3. Material and Construction
4. Damage Prevention

EXHIBIT B

# KINDER MORGAN

| | | | |
|---|---|---|---|
| **PROJECT NAME** | **SFPP LS-111 Sun Lakes Blvd Relocation, City of Banning** | | |
| **PUBLISH DATE** | Oct-24 | **OVERHEAD** | 11.00% |
| **PROJECT MANAGER** | Nicole Rodriguez | **TAX GROSS UP** | 0.00% |
| **STATE** | California | **PROJECT TYPE** | Reimbursable |
| **COUNTY** | Riverside | | |

**Project Scope:** Relocate approx. 1,600ft of 20" line section LS-111 in two locations by open cut and bore due to encroachment. The City of Banning (City) is proposing a road expansion in conflict with KM's existing alignment. Related to encroachment MP2204068.

| | | | |
|---|---|---|---|
| **Phase 1** | Professional Engineering and Internal Labor | **Phase 3** | Material and Construction |
| **Phase 2** | Permitting | **Phase 4** | Damage Prevention during City construction |

## ESTIMATE SUMMARY

| | Phase 1 | Phase 2 | Phase 3 | Phase 4 | TOTAL |
|---|---|---|---|---|---|
| MATERIAL (INCL SALES TAX) | | | $ 413,160 | | $ 413,160 |
| COMPANY LABOR COST | $ 87,560 | | | | $ 87,560 |
| PM, ENG, LAND, ENVIRO - EXPENSE | | | $ 7,920 | | $ 7,920 |
| PRIMARY CONSTRUCTION CONTRACTOR | | | $ 2,320,450 | | $ 2,320,450 |
| SECONDARY CONTRACTOR | | | $ 181,500 | | $ 181,500 |
| PROFESSIONAL ENGINEERING | $ 28,600 | | | | $ 28,600 |
| INSPECTION SERVICES | | | $ 116,930 | $ 100,000 | $ 216,930 |
| RADIOGRAPHY SERVICES | | | $ 2,860 | | $ 2,860 |
| RIGHT OF WAY CONTRACTOR | | $ 11,000 | | | $ 11,000 |
| SURVEY CONTRACTOR | | | $ 28,270 | | $ 28,270 |
| ROW & DAMAGES | | | $ 17,600 | | $ 17,600 |
| PERMIT FEES | | $ 27,500 | | | $ 27,500 |
| **SUBTOTAL** | $ 116,160 | $ 38,500 | $ 3,088,690 | $ 100,000 | $ 3,343,350 |
| CAPITALIZED OVERHEAD (BURDEN) | $ 12,778 | $ 4,235 | $ 339,756 | $ 11,000 | $ 367,769 |
| TAX GROSS-UP | $ - | $ - | $ - | $ - | $ - |
| **ESTIMATED TOTAL COST** | $ 128,938 | $ 42,735 | $ 3,428,446 | $ 111,000 | $ 3,711,119 |

## ASSUMPTIONS

- No asbestos coating.
- No conflicting utilities.
- Assuming Developer/City to provide workspace and laydown area.
- Two tie-in locations are adjacent to active road.
- Bore under roadway (eastern relocation).
- No Federally listed or State listed species of special concern will be impacted; no species surveys, reporting, or consultation with USFWS will be required.
- No cultural resources will be impacted.
- Land disturbance will be greater than (1) acre. Stormwater discharge permit required.
- Any necessary building or development permits will be acquired by Project Management of the Contractor.

** Estimate shelf life is 6 months from published date.

**Exhibit "C"**

**CALIFORNIA LABOR CODE COMPLIANCE**

1. SFPP ("Utility" herein) acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City"), and agrees to be bound by all the provisions thereof as though set forth in full herein.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Utility or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

   Utility shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Utility shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Utility shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of $25,000 or less, or maintenance work of $15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

4. Pursuant to Labor Code Section 1776, Utility shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Utility performing services covered by this Agreement. Utility and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Utility is responsible for compliance with

Section 1776 by itself and all of its subcontractors. The Utility shall post job site notices, as prescribed by regulation.

5. Utility shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq*. concerning the employment of apprentices on public works projects. The Utility shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Utility shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Utility and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

6. Utility agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Utility shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the Utility or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 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 California Labor Code.

7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Utility 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 _____

8. Payment Bond. Pursuant to California Civil Code Section 9550, prior to commencing performance, Utility shall provide City with a labor and materials (payment) bond guaranteeing payment of prevailing wages, and payment to providers of materials to Utility, in an amount not less than 100% of the contract amount for work to be performed by the Utility.

Docusign Envelope ID: 31110989-AFC1-4FE7-8148-7A6860DF9A27



# AMENDMENT NO. 2 TO TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AGREEMENT

## SUN LAKES BOULEVARD EXTENSION PROJECT

## PA&AD, PS&E AND CONSTRUCTION PHASES

This Amendment No.2 to Transportation Uniform Mitigation Fee Program Agreement ("Amendment No. 2") is entered into this 16th day of October, 2025, by and between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ("WRCOG") and City of Banning, a California municipal corporation ("AGENCY"). WRCOG and the AGENCY are sometimes referred to individually as "Party" and collectively as "Parties."

## RECITALS

A. WRCOG and AGENCY have entered into an agreement titled "Transportation Uniform Mitigation Fee Program Agreement" that is dated June 12, 2020 ("Agreement"). The Agreement provides the terms and conditions, scope of work, schedule and funding amount for the construction of the Sun Lakes Boulevard Extension (hereinafter the "Project").

B. On January 9, 2025, the Parties entered into Amendment No. 1 to the Agreement in order to increase the funding amount.

C. The Parties desire to amend the Agreement, as previously amended, by increasing the funding amount pursuant to Sections 6 and 33 of the Agreement.

D. Funds are being increased for this Project because new funding has become available.

Docusign Envelope ID: 31110989-AFC1-4FE7-8148-7A6860DF9A27



**AGREEMENT**

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. The Funding Amount contained in Section 2 of the Agreement as amended by Amendment No. 2 is hereby increased by **$7,000,000 (SEVEN MILLION DOLLARS)** from **$13,000,000 (THIRTEEN MILLION DOLLARS)** to an amount not to exceed **$20,000,000 (TWENTY MILLION DOLLARS)**.

2. The foregoing increase in the Funding Amount is within the Maximum TUMF Share.

3. Exhibits "A", "A-1", and "A-2" of the Agreement, as amended by Amendment No. 2 are hereby replaced in their entirety by Exhibits "A", "A-1", and "A-2" of this Amendment No. 2, which are attached hereto and incorporated by reference.

4. The above-stated Recitals are hereby fully incorporated into this Amendment No. 2.

5. Except to the extent specifically modified or amended hereunder, all of the terms, covenants and conditions of the Agreement as amended, shall remain in full force and effect between the Parties hereto.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 2 to be executed by their duly authorized representatives to be effective on the day and year first written above.

Docusign Envelope ID: 31110989-AFC1-4FE7-8148-7A6860DF9A27



WESTERN RIVERSIDE COUNCIL
OF GOVERNMENTS

By: DocuSigned by: 559AA08D6104424... 10/16/2025
Dr. Kurt Wilson, Executive Director

Approved to Form:

By: DocuSigned by: E54DE3F1B3634C0... 10/14/2025
Steven C. DeBaun
General Counsel

CITY OF BANNING

By: DocuSigned by: Art Vela DA28EC6ED974401... 10/9/2025
Art Vela, Acting City Manager

Approved to Form:

By: DocuSigned by: John Pinkney 08D8DA5B2EFC4EC... 10/14/2025
John Pinkney, City Attorney

Attest:

By: Signed by: Sandra Calderon 33F28E106A0843C... 10/14/2025
Sandra Calderon, Acting
Administrative City Clerk

Docusign Envelope ID: 31110989-AFC1-4FE7-8148-7A6860DF9A27



Exhibit A

SCOPE OF SERVICES

1. **SCOPE OF WORK:**

PA&ED and PSE Phases

- Project Management
- Project Development
- Preliminary Engineering Design
- Environmental Documentation
- Final Design Reports and Studies
- Final Design Plans, Specifications, and Estimates
- Permitting
- Bidding/Construction Support

CON Phase

- Construction Management
- Field Inspection
- Materials Testing
- Construction costs, including change order to construction contract
    - Improvement of 1.01 miles of roadway between Highland Home Road and Sunset Ave
    - 4 vehicle lanes (2 in each direction) within a 110 right of way. Scope includes road base, asphalt, concrete median curb, curb and gutter, sidewalk, street lights, signage, and striping
    - Drainage improvements to collect and convey stormwater on the roadway to project culverts
    - Relocation of non-agency owned utilities
- Construction Inspection

Docusign Envelope ID: 31110989-AFC1-4FE7-8148-7A6860DF9A27



**EXHIBIT "A-1"**

**ESTIMATE OF COST**

| Phase | TUMF | LOCAL | TOTAL |
|---|---|---|---|
| **PA&ED** | $500,000 | 0 | $500,000 |
| **PS&E** | $500,000 | 0 | $500,000 |
| **RIGHT OF WAY** | 0 | 0 | 0 |
| **CONSTRUCTION** | $19,000,000 | 0 | $19,000,000 |
| **TOTAL** | $20,000,000 | 0 | $20,000,000 |

Docusign Envelope ID: 31110989-AFC1-4FE7-8148-7A6860DF9A27



**EXHIBIT "A-2"**

**PROJECT SCHEDULE**

**TIMETABLE:**

| Phase | Estimated Completion Date | Estimated Cost | Comments |
|---|---|---|---|
| **PA&ED** | 12/31/24 | $500,000 | 95% Plans Complete |
| **PS&E** | 12/31/24 | $500,000 | 95% Plans Complete |
| **RIGHT OF WAY** | N/A | N/A | |
| **CONSTRUCTION** | 12/31/27 | $30,000,000 | Include RCTC Mara Funding |
| **TOTAL** | | $31,000,000 | |

Docusign Envelope ID: 85D03E8D-7C05-4C2C-B502-9F6891EC5641



**Reimbursement Agreement Related to Pipeline Design and Relocation for the Sun Lakes Boulevard Extension Project**

THIS REIMBURSEMENT AGREEMENT ("Agreement") is made and entered into as of 10/24/2024 ("Effective Date"), by and between **SFPP, L.P.**, a Delaware limited partnership ("SFPP"), with an office at 1001 Louisiana Street, Houston, TX 77002, and the City of Banning, a California municipal corporation ("City") whose address is 99 E. Ramsey Street, Banning Ca, 92220.

WHEREAS, City is proposing to construct an extension of Sun Lakes Blvd, hereinafter referred to as the "Project," which will necessitate inspection personnel to be on site during the course of Project and necessitate relocation of SFPP's LS-111/112/113 petroleum line "SFPP Facility", as shown in the attached Exhibit "A".

WHEREAS, City has agreed to reimburse SFPP for one hundred percent (100%) of the total cost of such inspector time and relocation expenses, as described in attached Exhibit "B".

NOW THEREFORE, for and in consideration of the premises and the mutual benefits to all parties, and intending hereby to be legally bound, it is understood and agreed as follows:

1. SFPP will be on site during construction of the Project to inspect, protect and complete the work to relocate the SFPP Facility in a manner that will be sufficient for both SFPP and City, as depicted in in the drawing attached hereto as Exhibit "A", all hereinafter referred to as the "Work." SFPP is hereby granted a right of entry in and upon City's property as reasonably necessary for SFPP to perform the Work.

   All Work performed by SFPP shall comply with any and all applicable laws, statutes, regulations, and orders. *Some or all of the Work constitutes "public works" as defined in California Labor Code Section 1720(a). As to that portion of the Work constituting public works, SFPP will comply with Labor Code Sections 1720 through 1861 including paying prevailing wages and otherwise complying with the requirements set forth in Exhibit "C", "California Labor Code Compliance" attached hereto and incorporated by reference herein.*

2. City will secure and grant easement rights for SFPP sufficient to execute the Work and continued operation and maintenance of the SFPP Facility. Such easement agreements shall be approved by SFPP prior to City purchasing the easement agreements.

3. City shall pay SFPP for one-hundred percent (100%) of the actual costs and expenses incurred by SFPP to perform the Work ("Reimbursement Expenses"). SFPP estimates that the Reimbursement Expenses to be incurred by SFPP and paid by City are $3,711,119.

4. City shall prepay SFPP the Reimbursement Expenses in phases necessary to complete the Work in accordance with the scope of work as described in Exhibit "B" attached hereto (each payment hereinafter defined as a "Progress Payment"). SFPP to provide City with an estimate for each Progress Payment in the form of a Progress Payment Invoice ("Invoice") in advance of performing the Work or ordering materials. Such estimate is a

budgetary estimate only, and shall not in any way constitute a limit upon the amount of the total actual cost of the Work, including overheads and taxes, incurred by SFPP, for which City shall be liable to pay hereunder. Such cost estimate is based on the costs of labor and expenses current at the time of preparation of the estimate, and is subject to revision by and at the discretion of SFPP to reflect any changes in such cost that may occur prior to the completion of the Work. Such cost estimate makes no provision of encountering unforeseen rock, water, bad weather, or any other unforeseen contingencies in connection with the Work and such contingencies will be included and accounted for in the total actual cost of the Work, for which City agrees to reimburse SFPP in full.

Notwithstanding the foregoing, the City shall have the right to terminate this Agreement for any reason at any time within Phase 1 and Phase 2 as shown in Exhibit B by providing SFPP not less that fifteen (15) day's prior, written notice. In such event, City shall pay SFPP for any portion of the Work not yet paid for, but satisfactorily performed.

5. Upon full execution of this Agreement, City shall pay SFPP $128,938 as an initial Progress Payment for the first phase of the Work identified in Exhibit "B". SFPP shall be under no obligation to commence any activities relative to the Work until City has fully paid SFPP in accordance with the Invoice and all authorizations and permits, if any, necessary to complete the Work have been received. Upon receipt of the Progress Payment, SFPP will make arrangements to begin the Work as soon thereafter as reasonably possible. SFPP shall be under no obligation to incur any damages or additional expense for any delay to the Work and shall have no liability whatsoever to City for expired permits or additional adjustments necessary to complete the Work if any Progress Payment is delayed or withheld. All payments due hereunder shall be in the form either of a check or a wire transfer.

6. As promptly as reasonably possible, but no sooner than ninety (90) days following completion of all phases of the Work, SFPP shall provide City an accounting for any variance between the sum of all Progress Payments and the total Reimbursement Expenses ("Final Accounting"); provided, however, that City shall be obligated to pay SFPP for the total Reimbursement Expenses regardless of whether the Reimbursement Expenses are more or less than the total Progress Payments. The Final Accounting shall include written documentation of all costs incurred by SFPP reflected therein.

   In the event City owes SFPP additional payment to cover the Reimbursement Expenses, SFPP will provide a final invoice to City within thirty (30) days after the Final Accounting. Should City fail to make payment of such invoice within (60) days after its receipt of the Final Accounting, SFPP shall be entitled to collect from City the amount of said invoice together with interest at a rate equal to the then-applicable Federal Energy Regulatory Commission ("FERC") refund interest rate as specified in Section 154.501(d) of FERC's regulations. Such interest shall accrue on unpaid amounts, including on unpaid interest, compounded monthly, beginning on the payment due date of SFPP's invoice to City and terminating when such invoice is paid. In the event that SFPP owes City a refund of amounts paid, SFPP agrees to make that refund to City within sixty (60) days after providing the Final Accounting to City.

7. City agrees to perform the Project in accordance with the drawings for the Project as provided to SFPP and in effect on the date this Agreement is executed and will not make any changes to the Project where the SFPP Facility is involved without prior written notification to SFPP. If changes to the Project are made or future changes are made to City's development that affect the SFPP Facility such that additional adjustments are

necessary within SFPP's currently existing right of way or otherwise affect the property interests of SFPP, then SFPP will provide the City with a new cost estimate. If approved by City, SFPP will provide an invoice for payment thereof to the City and proceed to make the adjustments after receiving payment.

8. SFPP will keep all cost records pertaining to the Work in order to have them readily available for City to audit. City has the right to audit the records during the regular office hours of SFPP for a period of three (3) years from the date the Work is completed.

9. SFPP and City acknowledge and agree that nothing in this Agreement shall operate or be construed as a representation or guarantee that the activities of SFPP shall result in the Work being successful or completed, or that the Work will be completed by any specific or anticipated date, and SFPP shall have no liability whatsoever to City for the failure to complete the Work, provided however, while recognizing this is an accommodation without financial incentive to SFPP, SFPP will undertake the Work in its normal course of business. The Work undertaken by SFPP herein shall be provided with NO WARRANTY, EXPRESS OR IMPLIED, AS IS, WHERE IS, WITH ALL FAULTS, AND SFPP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH REGARD TO ITS ACTIVITIES OR ANY MATTER HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR CONFORMANCE TO MODELS OR SAMPLES OF MATERIAL. In no event shall SFPP be liable to City with respect to SFPP's Work or for any losses, costs, liabilities, obligations, or damages arising out of or in connection with such Work, whether arising in contract, tort, (including, but not limited to, negligence or strict liability) or otherwise. IT IS SPECIFICALLY AGREED THAT SFPP SHALL HAVE NO OBLIGATION WHATSOEVER FOR, AND CITY EXPRESSLY WAIVES, ANY LOST PROFITS, CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DELAY DAMAGES WITH RESPECT TO THE WORK, OR THIS AGREEMENT, REGARDLESS OF HOW CAUSED.

10. By granting its consent to the Project in conjunction with the performance of the Work, it is understood that SFPP does not assume any additional responsibility for the protection, operation, and maintenance of its SFPP Facility because of the Project. In consideration of such consent, City agrees to defend, indemnify, and hold SFPP, its officers, employees, representatives, agents, contractors, and subcontractors harmless, from and against any and all claims, demands, actions, expenses (including court costs and attorneys' fees), losses, damages, stop notices, liens, causes of action, and liability ("Claims"), whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons, to the extent arising out of or related to the negligent acts or omissions, or willful misconduct, of the City in connection with the Work or the Project, except to the extent any such Claim is caused by or arises out of the gross negligence or willful misconduct of SFPP or its employees or contractors.

    SFPP agrees to defend, indemnify, and hold City, its elected officials, officers, employees, representatives, agents, contractors, and subcontractors harmless, from and against any and all Claims, whether with respect to the parties hereto or third parties, for damage to property or injury to or death of persons, to the extent arising out of or related to the negligent acts or omissions, or willful misconduct, of SFPP in connection with the Work or the Project, except to the extent any such Claim is caused by or arises out of the negligence or willful misconduct of the City or its employees or contractors.

11. City and SFPP shall each carry, and cause their contractors and subcontractors to carry, at its and their own expense, with reliable insurance companies authorized to provide insurance within the State of California, insurance to cover their respective obligations and liabilities under this Agreement, including, but not limited to worker's compensation insurance with employer's liability coverage, commercial general liability insurance with contractual liability coverage, and automobile liability insurance. To the extent The Work performed by or on behalf of SFPP consists of design professional services, SFPP shall also provide professional liability insurance. The parties further agree that all policies of insurance that are intended to cover any liabilities, expenses, losses, claims, costs (including attorneys' fees), suits, and causes of action incurred hereunder shall be properly endorsed to waive the insurer's rights of subrogation (except any worker's compensation and professional liability policies), under any such policies, against the other party. The form and limits of the policies required to be maintained by City's contractor(s) and SFPP shall be as reasonably established by City's risk manager. Both parties may satisfy their insurance obligations hereunder through its program of self-insurance.

12. This Agreement shall be effective as of the Effective Date and shall remain in full force and effect thereafter until the date that the Parties' rights and obligations under Sections 4, 5, and 6 of this Agreement, including the right to payment and refund, have been fully satisfied. SFPP shall have the right to terminate this Agreement in the event City has failed to make a timely payment of or toward the Progress Payment in accordance with the payment provisions herein, and/or City causes the proposed construction described herein to be delayed, such that the Work cannot reasonably be completed within two (2) years of the Effective Date.

13. This Agreement shall be construed in accordance with the laws of the State of California, without regard for change of venue rules. Venue shall be the Federal court having jurisdiction within Riverside County, California. The parties hereto agree to waive jury trial for any matters that arise from this Agreement. This Agreement is subject to all valid laws, rules or regulations of any governmental authority having jurisdiction, incorporates the entire agreement between the parties, may only be changed or amended by written agreement of the parties hereto, and shall be binding on the parties hereto as well as their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first written above.

**CITY OF BANNING**

By: 10/24/2024
Doug Schulze, City Manager

ATTEST:

By: 10/24/2024
Caroline Patton, Administrative City Clerk

APPROVED AS TO FORM:

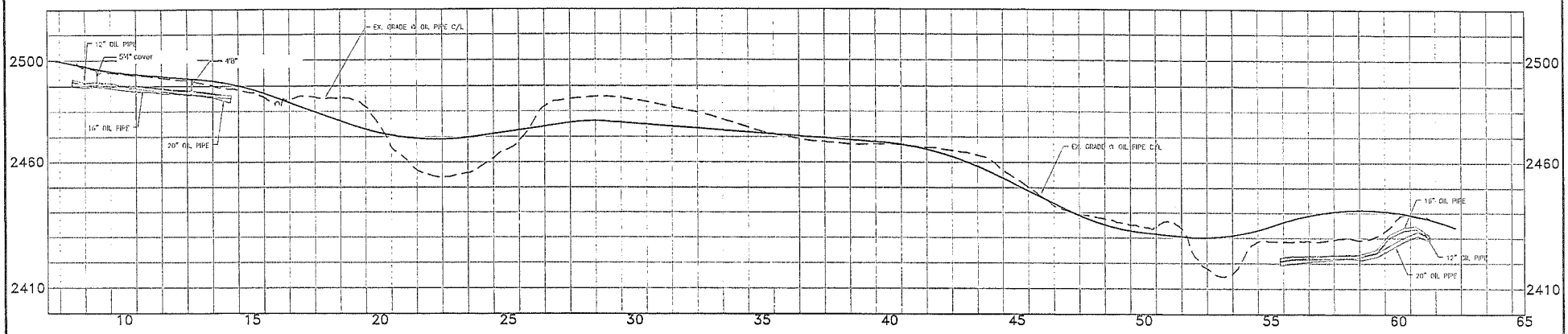
By: Serita Young 10/23/2024
Serita Young, City Attorney

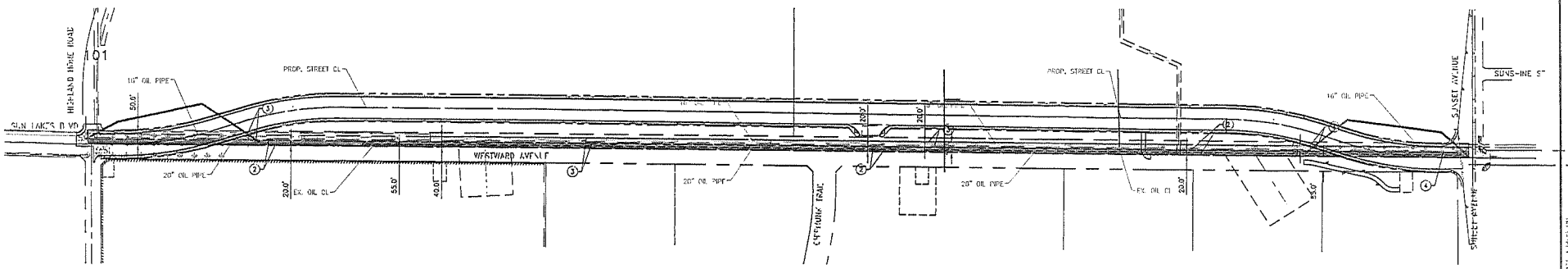
**SFPP, L.P., a Delaware Limited Partnership**
By: Kinder Morgan Operating L.P. "D"
By: Kinder Morgan G.P., Inc., its General Partner

By: James Holland
Title: Vice President

# Exhibit "A"

EXHIBIT A




EASEMENTS PER FIRST AMERICAN TITLE INSURANCE COMPANY NO. NCS-1129580-KCLY, DATED MAY 05, 2022

(2) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED AUGUST 4, 1955 IN BOOK 1776, PAGE 565 OF OFFICIAL RECORDS, IN FAVOR OF THE SOUTHERN PACIFIC PIPE LINES.

(3) AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 9, 1957 IN BOOK 2160, PAGE 197 OF OFFICIAL RECORDS, IN FAVOR OF FOUR CORNERS PIPE LINE COMPANIES, A CORPORATION. [STRIPS #1 & 2 PLOTTED ON THIS SURVEY]

(4) AN EASEMENT FOR VALVE SITE AND INCIDENTAL PURPOSES, RECORDED JANUARY 12, 1970 AS INSTRUMENT NO. 2822 OF OFFICIAL RECORDS, IN FAVOR OF SOUTHERN PACIFIC PIPE LINE. [℄ OF 12" VALVE PLOTTED PER DRAWING NO. A-MSC-263]

LEGEND

(2) (3) OIHILL

POTHOLE NOTE:

- ADDITIONAL POTHOLING WILL BE PERFORMED AT 50' INTERVAL AT ACCEPTANCE BY KM FOR THE WORK PLAN.
- ADDITIONAL POTHOLE INFORMATION OBTAIN FROM QUESTAR SOUTHERN TRAILS PIPELINE B-4362 SHEET No. 49 & 50. SEE SHEET 7.

N W E S

1"=180'
180 0 180 360 540

PRELIMINARY

ALBERT A. WEBB ASSOCIATES

W.O. 2020-0126
SHEET 1 OF 2 SHEETS

## Exhibit "B"

Scope of Work

Phase

1. Professional Engineering & Internal Labor
2. Permitting
3. Material and Construction
4. Damage Prevention

EXHIBIT B



# KINDER MORGAN

| | |
|---|---|
| PROJECT NAME | SFPP LS-111 Sun Lakes Blvd Relocation, City of Banning |
| PUBLISH DATE | Oct-24 |
| PROJECT MANAGER | Nicole Rodriguez |
| STATE | California |
| COUNTY | Riverside |
| OVERHEAD | 11.00% |
| TAX GROSS UP | 0.00% |
| PROJECT TYPE | Reimbursable |

**Project Scope:** Relocate approx. 1,600ft of 20" line section LS-111 in two locations by open cut and bore due to encroachment. The City of Banning (City) is proposing a road expansion in conflict with KM's existing alignment. Related to encroachment MP2204068.

| | | | |
|---|---|---|---|
| **Phase 1** | Professional Engineering and Internal Labor | **Phase 3** | Material and Construction |
| **Phase 2** | Permitting | **Phase 4** | Damage Prevention during City construction |

## ESTIMATE SUMMARY

| | Phase 1 | Phase 2 | Phase 3 | Phase 4 | TOTAL |
|---|---|---|---|---|---|
| MATERIAL (INCL SALES TAX) | | | $ 413,160 | | $ 413,160 |
| COMPANY LABOR COST | $ 87,560 | | | | $ 87,560 |
| PM, ENG, LAND, ENVIRO - EXPENSE | | | $ 7,920 | | $ 7,920 |
| PRIMARY CONSTRUCTION CONTRACTOR | | | $ 2,320,450 | | $ 2,320,450 |
| SECONDARY CONTRACTOR | | | $ 181,500 | | $ 181,500 |
| PROFESSIONAL ENGINEERING | $ 28,600 | | | | $ 28,600 |
| INSPECTION SERVICES | | | $ 116,930 | $ 100,000 | $ 216,930 |
| RADIOGRAPHY SERVICES | | | $ 2,860 | | $ 2,860 |
| RIGHT OF WAY CONTRACTOR | | $ 11,000 | | | $ 11,000 |
| SURVEY CONTRACTOR | | | $ 28,270 | | $ 28,270 |
| ROW & DAMAGES | | | $ 17,600 | | $ 17,600 |
| PERMIT FEES | | $ 27,500 | | | $ 27,500 |
| **SUBTOTAL** | $ 116,160 | $ 38,500 | $ 3,088,690 | $ 100,000 | $ 3,343,350 |
| CAPITALIZED OVERHEAD (BURDEN) | $ 12,778 | $ 4,235 | $ 339,756 | $ 11,000 | $ 367,769 |
| TAX GROSS-UP | $ - | $ - | $ - | $ - | $ - |
| **ESTIMATED TOTAL COST** | $ 128,938 | $ 42,735 | $ 3,428,446 | $ 111,000 | $ 3,711,119 |

## ASSUMPTIONS

- No asbestos coating.
- No conflicting utilities.
- Assuming Developer/City to provide workspace and laydown area.
- Two tie-in locations are adjacent to active road.
- Bore under roadway (eastern relocation).
- No Federally listed or State listed species of special concern will be impacted; no species surveys, reporting, or consultation with USFWS will be required.
- No cultural resources will be impacted.
- Land disturbance will be greater than (1) acre. Stormwater discharge permit required.
- Any necessary building or development permits will be acquired by Project Management of the Contractor.

** Estimate shelf life is 6 months from published date.

## Exhibit "C"

## CALIFORNIA LABOR CODE COMPLIANCE

1. SFPP ("Utility" herein) acknowledges that this contract is subject to the provisions of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works and the awarding public agency ("City"), and agrees to be bound by all the provisions thereof as though set forth in full herein.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Utility or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City Clerk or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

   Utility shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Utility shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Utility shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. In accordance with Labor Code Sections 1725.5 and 1771.1, and except for projects involving construction, alteration, demolition, installation, or repair work of $25,000 or less, or maintenance work of $15,000 or less, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract unless currently registered and qualified to perform public work pursuant to Section 1725.5 [with limited exceptions for bid purposes, only, pursuant to Labor Code Section 1771.1(a)].

4. Pursuant to Labor Code Section 1776, Utility shall maintain and make available an accurate record showing the name of each worker and hours worked each day and each week by each worker employed by Utility performing services covered by this Agreement. Utility and its subcontractors shall furnish electronic certified payroll records to the Labor Commissioner in accordance with Labor Code Section 1771.4. The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The Utility is responsible for compliance with

Section 1776 by itself and all of its subcontractors. The Utility shall post job site notices, as prescribed by regulation.

5. Utility shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. The Utility shall be responsible for compliance with these Sections for all apprenticeable occupations. Before commencing Work on this Project, the Utility shall provide the City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) Days after concluding Work, Utility and each of its Subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

6. Utility agrees to comply with the provisions of California Labor Code Section 1813 concerning penalties for workers who work excess hours. The Utility shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the execution of the contract by the Utility or by any subcontractor for each calendar day during which such worker is required or permitted to work more than 8 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 California Labor Code.

7. California Labor Code Sections 1860 and 3700 provide that every contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Utility 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 _____

8. Payment Bond. Pursuant to California Civil Code Section 9550, prior to commencing performance, Utility shall provide City with a labor and materials (payment) bond guaranteeing payment of prevailing wages, and payment to providers of materials to Utility, in an amount not less than 100% of the contract amount for work to be performed by the Utility.

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# AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is executed and entered into this 30th day of October, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF BANNING ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Sun Lakes Extension Project, ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

DocuSign Envelope ID: E2DEBE6E-9943-4717-A508-4ED63320897F

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million, Five Hundred Thousand Dollars ($13,500,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

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3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Thirteen Million, Five Hundred Thirty-Six Thousand Dollars ($13,536,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Doug Schulze, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

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3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this

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Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its contractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its contractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be

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maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's

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decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment

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because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

| | |
|---|---|
| **CITY OF BANNING** | **RCTC** |
| 99 East Ramsey Street | Riverside County Transportation Commission |
| Banning, CA 92220 | 4080 Lemon Street, 3rd Floor |
| | Mailing address: P.O. Box 12008 |
| | Riverside, CA 92501 |
| ATTN:City Manager | ATTN: Executive Director |

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

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3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures; Electronic Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes. This Agreement may be signed using electronic signatures.

**[Signatures on following page]**

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SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

**CITY OF BANNING**

By: DocuSigned by: _____ 10/27/2023
4E9519542683434...
Alberto Sanchez, Mayor

ATTEST:

By: DocuSigned by: _____ 10/27/2023
6DDB189985DF475...
Caroline Patton, City Clerk

APPROVED AS TO FORM:

By: DocuSigned by: Serita Young 10/27/2023
F3821C827AF84EF...

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# EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

**SCOPE OF WORK:** Construct new 1.02-mile section of Westward Avenue from Sunset Avenue to Highland Home Road. Will include two eastbound and two westbound lanes, comprised of a 12-foot inner lane and a 14-foot outer lane in each direction; a raised 18-foot wide median; 8-foot-wide Class 2 bike lanes in each direction; 8-foot-wide sidewalks; associated road striping, drainage, and street light improvements.

**FUNDING:**

| PHASE | MARA Fund | LOCAL | TOTAL |
|---|---|---|---|
| CONSTRUCTION | $13,500,000 | $13,536,000 | $27,036,000 |
| TOTAL | $13,500,000 | $13,536,000 | $27,036,000 |

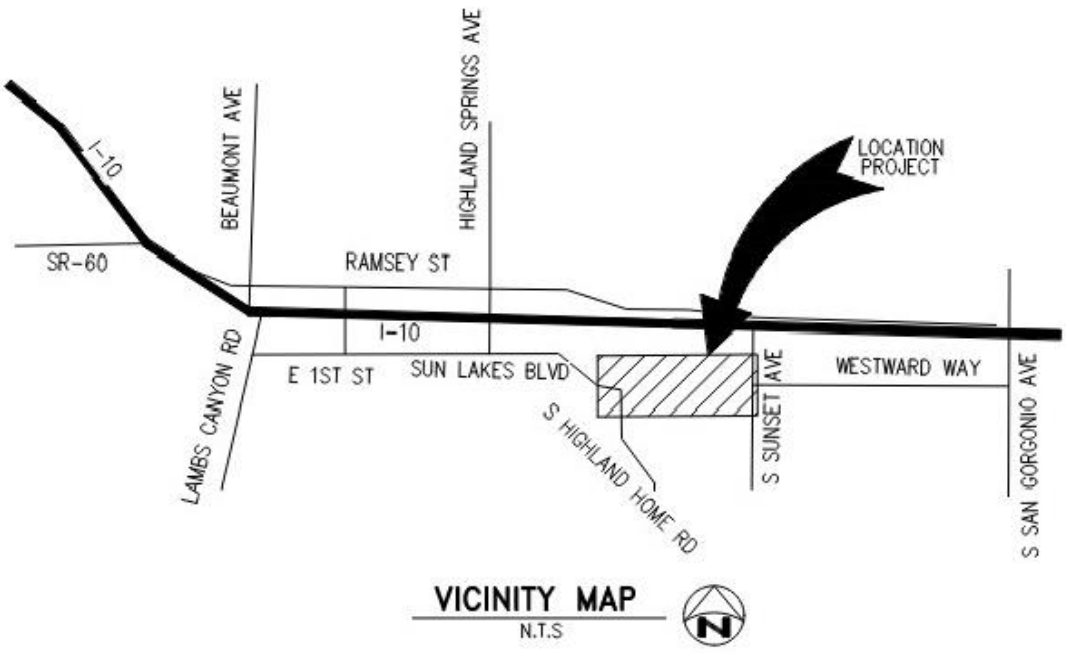
**TIMETABLE:** Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

| PHASE | START DATE | END DATE | COMMENTS |
|---|---|---|---|
| Construction | 3/2025 | 8/2026 | 360 Working Days |

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# EXHIBIT "B"

PROJECT LOCATION MAP



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# EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any contractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

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Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on theWork; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

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# EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT__) ($__INSERT NUMERICAL DOLLAR AMOUNT__) without written approval of City's City Engineer ("Total Compensation").

## 1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

### 1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

*The Decimal Ratio of Payroll Additives to Direct Salary Costs*. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

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1.1.2.3 Overhead Costs _____

*The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs.* Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
**(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)**

**1.2 FIXED FEE.**

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

**1.3 ADDITIONAL DIRECT COSTS.**

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

| ITEM | REIMBURSEMENT RATE |
|---|---|
| | ***[___insert charges___]*** |
| Per Diem | $ /day |
| Car mileage | $ /mile |
| Travel | $ /trip |
| Computer Charges | $ /hour |
| Photocopies | $ /copy |
| Blueline | $ /sheet |
| LD Telephone | $ /call |
| Fax | $ /sheet |
| Photographs | $ /sheet |

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's

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office must have City's prior written approval to be reimbursed under this Agreement.

## 2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

| POSITION OR CLASSIFICATION | RANGE OF HOURLY RATES |
|---|---|
| ***[___sample___]*** | |
| Principal | $ .00 - $ .00/hour |
| Project Manager | $ .00 - $ .00/hour |
| Sr. Engineer/Planner | $ .00 - $ .00/hour |
| Project Engineer/Planner | $ .00 - $ .00/hour |
| Assoc. Engineer/Planner | $ .00 - $ .00/hour |
| Technician | $ .00 - $ .00/hour |
| Drafter/CADD Operator | $ .00 - $ .00/hour |
| Word Processor | $ .00 - $ .00/hour |

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

## 3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

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3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

## 4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

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# EXHIBIT "C-2"
## Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #___

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____Agreement No. _____effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

| | |
|---|---|
| Total Authorized Agreement Amount: | $0,000,000.00 |
| Total Invoiced to Date: | $0,000,000.00 |
| Total Previously Invoiced: | $0,000,000.00 |
| Balance Remaining: | $0,000,000.00 |
| **Amount due this Invoice:** | **$0,000,000.00** |
| | ========== |

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

DocuSign Envelope ID: E2DEBE6E-9943-4717-A508-4ED63320897F

# EXHIBIT "C-3"

## Sample Letter from Contractor to City/County

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable Invoice #_____

---

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

| | |
|---|---|
| Total Base Contract Amount: | $000,000.00 |
| Authorized Extra Work (if Applicable) | $000,000.00 |
| TOTAL AUTHORIZED CONTRACT AMOUNT: | $000,000.00 |
| Total Invoice to Date: | $000,000.00 |
| Total Previously Billed: | $000,000.00 |
| Balance Remaining: | $000,000.00 |
| Amount Due this Invoice: | $000,000.00 |

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

DocuSign Envelope ID: E2DEBE6E-9943-4717-A508-4ED63320897F

**EXHIBIT C-4**
**Sample Progress Report**

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

| Problems | Corrective Action |
|---|---|
| None | None |

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

# Agreement No. 23-72-091-00

Final Audit Report 2023-11-01

| | |
|---|---|
| Created: | 2023-10-30 |
| By: | Shirley Gooding (sgooding@rctc.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAARnaXq7H7PFEkCk0XFrb7wXAydQHFxxuQ |

## "Agreement No. 23-72-091-00" History

Document created by Shirley Gooding (sgooding@rctc.org)
2023-10-30 - 4:55:24 PM GMT- IP address: 47.44.7.2

Document emailed to Anne Mayer (amayer@rctc.org) for signature
2023-10-30 - 4:56:04 PM GMT

Email viewed by Anne Mayer (amayer@rctc.org)
2023-11-01 - 3:49:36 PM GMT- IP address: 104.47.73.254

Document e-signed by Anne Mayer (amayer@rctc.org)
Signature Date: 2023-11-01 - 3:49:45 PM GMT - Time Source: server- IP address: 172.250.142.88

Agreement completed.
2023-11-01 - 3:49:45 PM GMT

| Sun Lakes Boulevard Extension Project (Civil Improvements) | | | | Riverside Construction Company, Inc. | |
|---|---|---|---|---|---|
| Line Item | Description | Quantity | UOM | Unit Cost | Total |
| 1 | Mobilization/Demobilization of Construction Equipment and facilities for civil and electric improvements (Including Preliminary Construction Schedule, Bonds, Insurance, Permits and not to Exceed 5% of Total Project Cost). | 1 | LS | $1,045,000.00 | $1,045,000.00 |
| 2 | SWPPP Preparation, Erosion Control Implementation and Maintenance | 1 | LS | $250,000.00 | $250,000.00 |
| 3 | Dust Control | 1 | LS | $500,000.00 | $500,000.00 |
| 4 | Regional Water Quality Control Board (RWQCB) Fees (Please enter $19,767.00) | 1 | FA | $19,767.00 | $19,767.00 |
| 5 | California Department of Fish and Wildlife (CDFW) Fees (Please enter $19,741.50) | 1 | FA | $19,741.50 | $19,741.50 |
| 6 | Project Signs (Funding Awareness) | 1 | LS | $15,000.00 | $15,000.00 |
| 7 | Develop Water Supply | 1 | LS | $170,000.00 | $170,000.00 |
| 8 | Construction Staking and Surveying | 1 | LS | $250,000.00 | $250,000.00 |
| 9 | Materials Testing (Soils, Concrete Strength, Base and Asphalt Compaction Testing) | 1 | LS | $350,000.00 | $350,000.00 |
| 10 | Traffic Control | 1 | LS | $150,000.00 | $150,000.00 |
| 11 | Clearing and Grubbing | 1 | LS | $590,000.00 | $590,000.00 |
| 12 | Potholing All Existing Utilities | 1 | LS | $200,000.00 | $200,000.00 |
| 13 | Remove and Dispose Existing Asphalt Pavement, Base, and Subgrade | 5900 | SF | $1.75 | $10,325.00 |
| 14 | Embarkment | 59900 | CY | $9.50 | $569,050.00 |
| 15 | Earthwork (Import) | 105200 | CY | $9.27 | $975,204.00 |
| 16 | Remove And Dispose Existing Chain-link Fence | 970 | LF | $8.00 | $7,760.00 |
| 17 | Remove and Dispose Concrete (Pad, Driveway) | 710 | SF | $4.00 | $2,840.00 |
| 18 | Remove and Dispose of Existing Curb and Gutter | 130 | LF | $18.00 | $2,340.00 |
| 19 | Remove and Dispose of Existing Sidewalk | 1100 | SF | $3.00 | $3,300.00 |
| 20 | Remove and Dispose of Existing Bollards | 21 | EA | $205.00 | $4,305.00 |
| 21 | Remove and Dispose of Existing Guard Rail | 36 | LF | $30.00 | $1,080.00 |
| 22 | Relocate Air-Vac per City of Banning Std. No. W-15 | 3 | EA | $6,500.00 | $19,500.00 |
| 23 | Relocate Mailbox | 9 | EA | $2,200.00 | $19,800.00 |
| 24 | Adjust Existing Storm Drain Manhole to Grade Per RCFCD Std. Dwg. No. MH 256 | 1 | EA | $1,600.00 | $1,600.00 |
| 25 | Adjust Sewer Manhole to Grade Per City of Banning Std. No. S-5 | 6 | EA | $2,500.00 | $15,000.00 |
| 26 | Adjust Water Valve to Grade Per City of Banning Std. No. W-20 | 2 | EA | $1,000.00 | $2,000.00 |
| 27 | Grind Existing Pavement (0.17') | 2200 | SF | $3.20 | $7,040.00 |
| 28 | Sawcut Existing Pavement/Sidewalk | 1400 | LF | $3.00 | $4,200.00 |
| 29 | Construct Type "B" (8") Curb and Gutter per City of Banning Std. No. 201 | 10700 | LF | $27.00 | $288,900.00 |
| 30 | Construct Type "A" (6") Curb and Gutter per City of Banning Std. No. 200 | 110 | LF | $70.00 | $7,700.00 |
| 31 | Construct A.C. Pavement (6") | 16300 | TON | $107.80 | $1,757,140.00 |
| 32 | Construct A.B. Class II (12") | 16100 | CY | $55.50 | $893,550.00 |
| 33 | Construct a Driveway per Caltrans Std. Plan A87A | 360 | SF | $25.00 | $9,000.00 |
| 34 | Construct Access Ramp Type I per City of Banning Std. No. 214 | 4 | EA | $10,000.00 | $40,000.00 |
| 35 | Construct Access Ramp Type II per City of Banning Std. No. 215 | 4 | EA | $5,000.00 | $20,000.00 |
| 36 | Construct Curb Ramp per Caltrans 2024 Std. Plan No. RSP A88B, Case CM Modified | 1 | EA | $7,500.00 | $7,500.00 |
| 37 | Construct Type "D" Curb per City of Banning Std. No. 203 | 9900 | LF | $18.50 | $183,150.00 |
| 38 | Construct 4" PCC Sidewalk per City of Banning Std. No. 213 (W=8') | 84500 | SF | $5.50 | $464,750.00 |
| 39 | Construct Cross Gutter per City of Banning Std. No. C-211 | 4600 | SF | $15.00 | $69,000.00 |
| 40 | Construct 6" D.G. Over Native | 8900 | SF | $4.25 | $37,825.00 |
| 41 | Construct Caltrans Retaining Wall Type 5(Case 2) as Shown on Std. Plan B3-4B | 3250 | SF | $142.00 | $461,500.00 |
| 42 | Construct 6" AC Dike per City of Banning Std. No. C-204 | 16 | LF | $200.00 | $3,200.00 |
| 43 | Construct Curb Transition per Curb Transition Detail on Sheet 3 | 10 | LF | $200.00 | $2,000.00 |
| 44 | Construct Dike Transition per Dike Transition Detail on Sheet 3 | 10 | LF | $200.00 | $2,000.00 |
| 45 | Construct Chain Link Fence per SPPWC Std. Plan No. 600-3 | 100 | LF | $115.00 | $11,500.00 |
| 46 | Construct Gutter Depression per Standard No. 311 | 4 | EA | $3,500.00 | $14,000.00 |
| 47 | Install A.C. Overlay (0.17') | 30 | TONS | $107.80 | $3,234.00 |
| 48 | Install Street Light Type 15D Double Luminaire Mast with 8’ Projected Length per Caltrans Std. Plan ES-6D | 18 | EA | $14,000.00 | $252,000.00 |
| 49 | Signing and Striping | 1 | LS | $100,000.00 | $100,000.00 |

| | | | | | |
|---|---|---|---|---|---|
| 50 | Install 4” PVC (Schedule 40) Sleeve 36” Below Finish Grade | 1200 | LF | $35.00 | $42,000.00 |
| 51 | Install 18” RCP | 47 | LF | $226.00 | $10,622.00 |
| 52 | Install 24" RCP | 360 | LF | $400.00 | $144,000.00 |
| 53 | Install 36" RCP | 570 | LF | $310.00 | $176,700.00 |
| 54 | Install 48" RCP | 30 | LF | $790.00 | $23,700.00 |
| 55 | Install 60" RCP | 33 | LF | $1,000.00 | $33,000.00 |
| 56 | Construct Concrete Box Culvert per Caltrans Std D-81 (Including Steel) | 8700 | CY | $585.00 | $5,089,500.00 |
| 57 | Construct Concrete Collar per RCFC&WCD Std M803 | 6 | EA | $10,000.00 | $60,000.00 |
| 58 | Construct Cable Railing per Caltrans Std B11-47 | 1670 | LF | $44.00 | $73,480.00 |
| 59 | Class "B" Concrete, Typical Gutter per Caltrans Std B3-6 | 31 | CY | $2,500.00 | $77,500.00 |
| 60 | Class "A" Concrete, Headwall and Wingwall and Retaining Wall Around D/S Aprons | 1250 | CY | $1,412.00 | $1,765,000.00 |
| 61 | Class "A" Concrete Aprons | 313 | CY | $1,315.00 | $411,595.00 |
| 62 | Class "A" Concrete, Pier Nose Extensions | 15 | CY | $7,500.00 | $112,500.00 |
| 63 | Class "A" Concrete, Trapezoidal Channel | 215 | CY | $1,700.00 | $365,500.00 |
| 64 | Class "A" Concrete, Swales | 165 | CY | $1,500.00 | $247,500.00 |
| 65 | Construct Maintenance Ramp per RCFC&WCD Std CH331 | 3 | EA | $50,000.00 | $150,000.00 |
| 66 | Construct Catch Basin per RCTD Std 300 | 4 | EA | $20,000.00 | $80,000.00 |
| 67 | Construct Curbside Grating Catch Basin Per SPPWC Std. Plan 303-3 with Type 24-18 Bicycle Friendly 3 Grates Each | 1 | EA | $18,000.00 | $18,000.00 |
| 68 | Install 1/4 Ton Rip Rap | 730 | CY | $140.00 | $102,200.00 |
| 69 | Install Backing No. 1 | 400 | CY | $180.00 | $72,000.00 |
| 70 | Install Backing No. 2 | 35 | CY | $280.00 | $9,800.00 |
| 71 | Mirafi 1100 N Filter Fabric | 741 | SY | $30.00 | $22,230.00 |
| 72 | Construct MH No. 1 per RCFC&WCD Std MH251 | 1 | EA | $20,000.00 | $20,000.00 |
| 73 | Construct JS No.1 per RCFC&WCD Std JS226 | 1 | EA | $10,000.00 | $10,000.00 |
| 74 | Construct JS No.3 per RCFC&WCD Std JS228 | 2 | EA | $10,000.00 | $20,000.00 |
| 75 | Construct TS No.3 per RCFC&WCD Std TS303 | 1 | EA | $10,000.00 | $10,000.00 |
| 76 | Construct 7.5' Cut Off Wall | 130 | CY | $793.00 | $103,090.00 |
| 77 | Construct Wing and U Type Headwall Per San Diego Regional Std D-34, Detail J | 1 | LS | $20,000.00 | $20,000.00 |
| 78 | Install Trash Rack per SPPWC Std 361-2 | 1 | EA | $10,000.00 | $10,000.00 |
| 79 | Install Trash Rack per SPPWC Std 360-2 (Modified to Remain Vertical) | 6 | EA | $15,000.00 | $90,000.00 |
| 80 | Hydroseeding | 1 | LS | $50,000.00 | $50,000.00 |
| **Sun Lakes Boulevard Extension Project (Electric Improvements)** | | | | | |
| 81 | Potholing All Existing Utilities | 1 | LS | $50,000.00 | $50,000.00 |
| 82 | Permits and Licensing | 1 | LS | $2,500.00 | $2,500.00 |
| 83 | Traffic Control | 1 | LS | $50,000.00 | $50,000.00 |
| 84 | Sawcut and Remove Existing Pavement | 485 | LF | $28.00 | $13,580.00 |
| 85 | Trench Excavation and Native Backfill for Primary Joint Trench (36” minimum cover depth) per City of Banning Std. SD600-01 | 3825 | LF | $46.00 | $175,950.00 |
| 86 | Trench Excavation and Native Backfill for Secondary Trench with minimum 24” cover depth | 5665 | LF | $9.00 | $50,985.00 |
| 87 | Installation of All 6” Conduit (Conduit and Spacers Only) | 20404 | LF | $24.50 | $499,898.00 |
| 88 | Installation of All 4” Conduit (Conduit and Spacers Only) | 8817 | LF | $23.00 | $202,791.00 |
| 89 | Installation of All 2” Conduit (Conduit and Spacers Only) | 5780 | LF | $3.50 | $20,230.00 |
| 90 | Slurry Backfill (price adjustment) * Review note in the header above. | 760 | CY | $205.00 | $155,800.00 |
| 91 | Installation of 10” x 15” Streetlight Handhole per City of Banning Std. SD600-40 | 18 | EA | $367.00 | $6,606.00 |
| 92 | Installation of Sch. 80 PVC Risers at Poles per City of Banning Std. SD600-03 | 300 | LF | $40.00 | $12,000.00 |
| 93 | Installation of Single-Phase Transformer Pad per City of Banning Std. SD600-61 | 2 | EA | $2,500.00 | $5,000.00 |
| 94 | Installation of 24” x 36” Concrete Handhole per City of Banning Std. SD600-44 | 3 | EA | $6,000.00 | $18,000.00 |
| 95 | Installation of Manhole Vault per City of Banning Std. SD600-57 & 58 | 5 | EA | $48,000.00 | $240,000.00 |
| 96 | Installation of Large Vault per City of Banning Std. SD600-55 & 56 | 3 | EA | $18,000.00 | $54,000.00 |
| 97 | Installation of Pad-mount Switch Vault per City of Banning Std. SD600-70 | 3 | EA | $30,000.00 | $90,000.00 |
| 98 | Installation of Fiber Optic Communication Vault Spec. | 2 | EA | $8,500.00 | $17,000.00 |
| 99 | Installation of Protective Barriers per City of Banning Std. SD600-06 | 28 | EA | $400.00 | $11,200.00 |
| 100 | Installation of Removable Protective Barriers per City of Banning Std. SD600-06 | 6 | EA | $1,000.00 | $6,000.00 |
| 101 | Concrete Sidewalk and Pavement Restoration at 4” Depth | 225 | SF | $15.00 | $3,375.00 |

| | | | | | |
|---|---|---|---|---|---|
| 102 | Asphalt Concrete Pavement Restoration per SD600-01, at 6” Thick | 57 | TON | $230.00 | $13,110.00 |
| 103 | Class II Aggregate Base Course per SD600-01, at 12” Thick | 60 | CY | $100.00 | $6,000.00 |
| 104 | Grind and Overlay up to 2” Thick (Street) Asphalt Concrete Cap per SD600-01 | 90 | TON | $445.00 | $40,050.00 |
| | **Total** | | | | **$20,996,793.50** |

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Nate Smith, Deputy Director of Public Works/City Engineer** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-14, to Authorize the City Manager to Execute Amendment No. 2 to Cooperative Agreement Between Riverside County Transportation Commission, City of Banning and City of Beaumont for the Management of the I-10/Highland Springs Avenue Interchange Project Study Report and to Include Project Approval and Environmental Document (PA/ED) Phase** |

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**RECOMMENDATION:**

Approve Resolution 2026-14

**BACKGROUND:**

On September 10, 2019, the City Council adopted Resolution 2019-114 to enter into a cooperative agreement with the Riverside County Transportation Commission (RCTC), the City of Banning, and the City of Beaumont for RCTC to manage the Project Study Report for the Highland Springs Interchange Project. This was funded with $2,000,000 provided by the Western Regional Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) program by a separate funding agreement between RCTC and WRCOG.

A subsequent amendment to the agreement was made on May 21, 2021 with City Council Resolution 2021-43 that allowed RCTC to continue to manage the project into the Project Approval/Environmental Document (PA/ED) phase and authorize moving unspent funding of about $1,500,000 from the PSR phase to the PA/ED phase. The funding agreement between RCTC and WRCOG was updated to reflect this direction, and to allocate an additional $2,000,000 of TUMF money for the PA/ED phase. Total funding at this stage was $3,500,000

This Amendment No. 2 memorializes recent additional funding that was approved by WRCOG of $2,000,000 in additional TUMF funding for the interchange project to continue with the PA/ED phase, bringing the total authorized funding to $5,500,000. This additional funding was necessary based on comments and new analyses required by Caltrans that was discussed at a June 24, 2025 City Council workshop. A copy of that staff report and presentation is included as an attachment to this report.

**JUSTIFICATION:**

Approval of this Amendment will allow RCTC to continue to process the Highland Springs Interchange Plans through Caltrans to complete the PA/ED phase at the end of 2027, based on current estimates and the additional Caltrans requirements.

**FISCAL IMPACT:**

None to the City of Banning. Funding is through the WRCOG TUMF program, with fees previously

collected from new development.

**ALTERNATIVES:**
Do not approve Resolution 2026-14 and provide alternate direction to staff.

**BUDGETED?:**
No

**CONTRACT/AGREEMENT:**
Yes

**ATTACHMENTS:**
1. Reso_2026-14_-_HSA_RCTC_Coop_Agreement_Amendment_No._2 (1).docx
2. Reso 2026-14 Exhibit A - Amendment No. 2 to 3 Party Cooperative Agreement No. 20-31-008-02.pdf
3. CC Resolution No. 2019-114.pdf
4. 2019_0910 Agreement 20-31-008-00 - HSA Interchange.pdf
5. CC Resolution No. 2021-043.pdf
6. 2021_0521 Agreement 20-31-008-00 Amend 1 - HSA Interchange.pdf
7. 2025_0624 RCTC HSA Presentation.pdf

**RESOLUTION 2026-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION, CITY OF BANNING AND CITY OF BEAUMONT FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE INTERCHANGE PROJECT STUDY REPORT AND TO INCLUDE APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE**

**WHEREAS**, the Highland Springs Avenue Interchange ("interchange"), which is located within the jurisdictional boundaries of the Cities of Banning and Beaumont, has been impacted by the increase in traffic related to the development along the Highland Springs Corridor and is in need of improvements; and

**WHEREAS**, the City Council authorized a Cooperative Agreement with the Riverside County Transportation Commission to manage the interchange project with Resolution 2019-114 through the Project Study Report (PSR) phase of the project; and

**WHEREAS,** the first amendment to the Cooperative Agreement permitted the Riverside Transportation Commission to continue management of the interchange project through the Project Approval/Environmental Document (PA/ED) phase of the project on May 21, 2021; and

**WHEREAS,** the second amendment to the Cooperative Agreement will memorialize additional funding received by the Riverside Transportation Commission to continue processing the project through the PA/ED phase; and

**WHEREAS,** the Riverside Transportation Commission has entered into, or will amend existing agreements, a separate Funding Agreement with the Western Riverside Council of Governments for total project funding of $5,500,000 from the Transportation Uniform Mitigation Fee (TUMF) program for the PSR and PA/ED phases of the interchange project; and

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

SECTION 1. The City Council authorizes the City Manager to sign Amendment No. 2 to Cooperative Agreement Between Riverside County Transportation Commission, City of Banning, and City of Beaumont For The Management Of The I-10/Highland Springs Avenue Interchange Project Study Report And To Include Approval and Environmental Document (PA/ED) Phase.

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

**PASSED, APPROVED AND ADOPTED** this 13th day of January, 2026.

Richard Royce, 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 2026-14, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**

Amendment No. 2 to Cooperative Agreement Between Riverside County Transportation Commission, City of Banning, and City of Beaumont For The Management Of The I-10/Highland Springs Avenue Interchange Project Study Report And To Include Approval and Environmental Document (PA/ED) Phase

# AMENDMENT NO. 2 TO COOPERATIVE AGREEMENT BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION, CITY OF BANNING AND CITY OF BEAUMONT FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE INTERCHANGE PROJECT STUDY REPORT AND TO INCLUDE APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE

1. Parties and Date. This Amendment No. 2 to the Cooperative Agreement is made and entered into this ____ day of _____, 2026, by and between the Riverside County Transportation Commission (RCTC), City of Banning (Banning) and City of Beaumont (Beaumont).

2. Recitals.

2.1 RCTC and the Cities of Banning and Beaumont (collectively, Cities) have entered into an agreement entitled "Cooperative Agreement Between Riverside County Transportation Commission, City of Banning, and City of Beaumont for the Preparation of the Highland Springs Interchange Project Study Report" dated September 10, 2019 (Master Agreement).

2.2 The Master Agreement established RCTC as the lead agency for the preparation of the Project Study Report (PSR) for the Highland Springs Interchange (Project) to be funded with $2,000,000 in funds allocated by Western Riverside Council of Governments (WRCOG).

2.3 WRCOG allocated the above referenced funding amount pursuant to a prior Funding Agreement No. 20-72-018-00, dated January 15, 2020, between WRCOG and RCTC ("Prior Funding Agreement").

2.4 WRCOG approved reallocation of the funds remaining from the PSR phase (approximately $1,500,000) to the Project Approval and Environmental Document (PA/ED) phase of the Project. WRCOG and RCTC entered into an amendment to the Prior Funding Agreement, dated August 10, 2021, allocating approximately $1,5000,000 for the PA/ED phase of the Project.

2.5 The Cities of Banning and Beaumont requested that RCTC be the lead agency for the preparation and management of the PA/ED phase of the Project, and RCTC agreed to act as the lead agency for the PA/ED phase of the Project.

2.6 The Parties entered into Amendment No. 1 to the Master Agreement on May 25, 2021 to memorialize the funding reallocation approved by WRCOG for the PA/ED phase, and to include the PA/ED phase under the Master Agreement.

2.7 WRCOG and RCTC entered into a subsequent Funding Agreement, Agreement No. 20-72-018-02, dated February 21, 2024, for reallocating $1,500,000 of remaining TUMF Program funding from the prior Funding Agreement to the PA/ED phase

of the Project and for adding an additional $2,000,000 in TUMF Program funding, for a total sum of $3,500,000 for the PA/ED phase ("PA/ED Funding Agreement").

2.8 RCTC spent approximately $500,000 of TUMF Program funding for the Project PSR.

2.9 WRCOG and RCTC have or will enter into an amendment to the PA/ED Funding Agreement, Agreement No. 20-72-018-03, to add an additional $2,000,000 in TUMF Program funding for the Project PA&ED phase, for a new total sum of $5,500,000 for the PA/ED phase.

2.7 The Parties now desire, pursuant to this Amendment No. 2, to memorialize the additional funding approved by WRCOG for the PA/ED phase.

3. Terms.

3.1 Capitalized terms used in the Master Agreement and not otherwise defined in this Amendment No. 2 shall have the meanings as set forth in the Master Agreement.

3.2 The Parties agree that the additional Four Million Dollars ($4,000,000) ) in funds allocated by WRCOG for the PA/ED phase of the Project under the PA/ED Funding Agreement, as amended, shall be utilized by RCTC to administer the PA/ED work, in accordance with the terms of the Master Agreement, as previously amended.

3.3 The term of the Master Agreement, as set forth in Section 3.2, shall be extended, for purposes of completion of the PA/ED work, through December 2027, or until written agreement by the Parties that the PA/ED work has been completed, unless earlier terminated as provided in the Master Agreement.

3.4 This Amendment No. 2 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.5 The recitals set forth above are true and correct and are incorporated by reference into this Amendment No. 2 as though fully set forth herein.

3.6 Except as amended by this Amendment No. 2, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 2.

3.7 This Amendment No. 2 may be signed in counterparts, each of which shall constitute an original.

3.8 A manually signed copy of this Amendment No. 2 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 2 for all purposes. This Amendment No. 2 may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE**
**TO**
**AMENDMENT NO. 2**
**COOPERATIVE AGREEMENT**
**FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE**
**INTERCHANGE PROJECT STUDY REPORT**
**AND TO INCLUDE**
**APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 2 as of the date first set forth above.

**RIVERSIDE COUNTY**
**TRANSPORTATION COMMISSION**

By: _____
Aaron Hake, Executive Director

**APPROVED AS TO FORM:**

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County
Transportation Commission

| |
|---|
| **CITY OF BANNING**<br><br>By: _____<br><br>Title: City Manager |
| **APPROVED AS TO FORM:**<br><br>By: _____<br><br>Title: City Attorney |
| **ATTEST:**<br><br>By: _____<br><br>Title: Deputy City Clerk |

| |
|---|
| **CITY OF BEAUMONT**<br><br>By: _____<br><br>Title: _____ |
| |
| **APPROVED AS TO FORM:**<br><br>By: _____<br><br>Title: City Attorney |
| **ATTEST:**<br><br>By: _____<br><br>Title: City Clerk |

**RESOLUTION 2019-114**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN THE CITY OF BANNING, CITY OF BEAUMONT AND RIVERSIDE COUNTY TRANSPORTATION COMMISSION FOR THE PREPARATION OF THE HIGHLAND SPRINGS INTERCHANGE PROJECT STUDY REPORT**

**WHEREAS**, the Highland Springs Avenue Interchange (the "Interchange"), which is located within the jurisdictional boundaries of the Cities of Banning and Beaumont, has been greatly impacted by the increase in traffic related to development along the Highland Springs Avenue corridor and is in need of improvements; and

**WHEREAS,** one of the initial studies required for interchange improvements projects is the development of a Project Study Report (PSR), which is required in order to gain Caltrans approval prior to moving to the Project Approval and Environmental Document (PA&ED) phase; and

**WHEREAS**, Riverside County Transportation Commission (RCTC) RCTC has extensive experience in the improvement of interchange projects, has the available resources for the preparation of the PSR and has committed to taking the lead in the development of the PSR; and

**WHEREAS**, Western Riverside Council of Governments (WRCOG) has allocated $2,000,000 in Transportation Uniform Mitigation Fee (TUMF) program funds to the Highland Springs Avenue interchange project and which is sufficient to cover the full cost, estimated at $600,000, for the preparation of the PSR.

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

**SECTION 1.** The City Council adopts Resolution 2019-114 authorizing the City Manager to execute a Cooperative Agreement between the City of Banning, City of Beaumont and Riverside County Transportation Commission for the preparation of the Highland Springs Interchange Project Study Report.

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

**PASSED, APPROVED AND ADOPTED** this 10th day of September 2019.

Arthur L. Welch, Mayor
City of Banning

**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:

Laurie Sampson

I, ~~Daryl Betancur~~, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2019-114, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of September 2019, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Laurie J. Sampson

~~Daryl Betancur~~, Deputy City Clerk
City of Banning, California

**Agreement No. 20-31-008-00**

**COOPERATIVE AGREEMENT**
**BETWEEN**

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION,**
**CITY OF BANNING AND CITY OF BEAUMONT**

**FOR THE PREPARATION OF THE HIGHLAND SPRINGS INTERCHANGE PROJECT STUDY REPORT**

1. Parties and Date. This Agreement is made and entered into this 10th day of September, 2019, by and between the Riverside County Transportation Commission (RCTC), City of Banning (Banning) and City of Beaumont (Beaumont)

2. Recitals.

2.1 The Western Riverside Council of Governments (WRCOG) has allocated $2 Million for the preparation of a Project Study Report (PSR) for the Highland Springs Interchange (The Project).

2.2 WRCOG and RCTC have entered in a Funding Agreement allocating said $2 Million to the RCTC for the preparation of a PSR for the Project.

2.3 The Project is located adjacent to and within the jurisdictional boundaries of the Cities of Banning and Beaumont, and may require improvements to streets within each respective city.

2.4 The Cities of Banning and Beaumont have requested that RCTC be the lead agencies for the preparation of the PSR for the Project.

2.5 RCTC has agreed to act as the lead agency for the preparation of the PSR for the Project.

3. Terms.

3.1 Preparation of PSR for Highland Spring Interchange Project.

A. RCTC shall prepare a PSR for the Highland Spring Interchange Project solely using funds allocated by WRCOG. RCTC shall be the lead agency for the preparation of the PSR. The Parties agree that RCTC shall not have any obligation to fund the preparation of the PSR using its own funds. In the case that additional funds are needed to complete the PSR, the source of funding for the PSR needed beyond the funding described in Section 2.2 or any other phases of the Project, or construction of any portion or all of the Project, shall be by separate agreement(s).

B. RCTC shall complete preparation of the PSR within the Term of this Agreement, as provided in Section 3.2, unless extended by mutual agreement of the Parties.

3.2 Term of Agreement. The term of this Cooperative Agreement shall extend from the Effective date (as set forth above) and will remain in effect through December 31, 2022, or until written agreement by the Parties that the Project has been completed, unless earlier terminated as provided in this Cooperative Agreement.

3.3 Use of PSR. The Parties understand and agree that the PSR, upon completion, may be used by Beaumont, Banning and/or Caltrans for completion of other phases of the Project.

3.4 Cooperation. RCTC, Banning and Beaumont agree to cooperate in the development of the PSR for the Project and the implementation of this Cooperative Agreement.

3.5 Reporting. RCTC shall, in a timely manner, provide milestone reports to Banning and Beaumont, detailing the progress of preparation of the PSR.

3.6 Mutual Indemnification.

A. RCTC shall, at its sole cost and expense, indemnify, defend and hold Banning and Beaumont, and their respective city councils, elected and appointed officials, officers, employees, agents, those Banning or Beaumont agents serving as independent contractors in the role of Banning or Beaumont officials, consultants and contractors, and each of them, free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which arise in any manner out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of RCTC, its board, directors, officials, officers, employees, agents, consultants or contractors in the performance of RCTC's obligations under this Cooperative Agreement, including but expressly not limited to fees of accountants or other professionals, and all costs associated therewith, and the payment of all reasonable attorneys' fees and costs.

B. Beaumont shall, at its sole cost and expense, indemnify, defend and hold RCTC and Banning, and their respective directors, board, city council, elected or appointed officials, officers, employees, agents, those RCTC or Banning agents serving as independent contractors in the role of Banning or RCTC officials, consultants and contractors, and each of them, free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged or threatened, which in any manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of Beaumont, its city council, elected or appointed officials, officers, employees, agents, those Beaumont agents serving as independent contractors in the

role of Beaumont officials, consultants or contractors in the performance of Beaumont obligations under this Cooperative Agreement, including but expressly not limited to fees of accountants or other professionals, and all costs associated therewith, and the payment of all reasonable attorneys' fees and costs.

C. Banning shall, at its sole cost and expense, indemnify, defend and hold RCTC and Beaumont, and their respective directors, board, city council, elected or appointed officials, officers, employees, agents, those RCTC or Beaumont agents serving as independent contractors in the role of RCTC or Beaumont officials, consultants and contractors, and each of them, free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, judgments, penalties, damages or injuries, in law or in equity, to property or persons, including wrongful death, whether actual, alleged, or threatened, which in any manner arise out of, pertain to, or relate to, in whole or in part, to any negligent acts, omissions or breach of law, recklessness, or willful misconduct of Banning, its city council, elected or appointed officials, officers, employees, agents, those Banning agents serving as independent contractors in the role of Banning officials, consultants or contractors in the performance of Beaumont obligations under this Cooperative Agreement, including but expressly not limited to fees of accountants or other professionals, and all costs associated therewith, and the payment of all reasonable attorneys' fees and costs.

3.7 Amendments. The terms and conditions of this Cooperative Agreement shall not be altered or modified at any time except by a written amendment executed by the mutual consent of the Parties by an instrument in writing.

3.8 Waiver. No delay or omission in the exercise of any right or remedy of a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No consent or approval of either Party shall be deemed to waive or render unnecessary such Party's consent to or approval of any subsequent act of the other Party. 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 Cooperative Agreement.

3.9 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Cooperative Agreement shall be declared invalid or unenforceable by 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 Funding Agreement, which shall be interpreted to carry out the intent of the parties hereunder.

3.10 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Cooperative Agreement, shall survive any such expiration or termination.

3.11 Third Party Beneficiaries. There are no third-party beneficiaries to this Cooperative Agreement.

3.12 Termination. Any Party may terminate this Cooperative Agreement by giving thirty (30) days written notice thereof.

3.13 Assignment or Transfer. The Parties shall not assign, hypothecate, or transfer, either directly or by operation of law, this Cooperative Agreement or any interest herein without the prior written consent of the other Parties. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.14 Binding Effect. Each and all of the covenants and conditions shall be binding on and shall inure to the benefit of the Parties, and their successors, heirs, personal representatives, or assigns. This section shall not be construed as an authorization for any Party to assign any right or obligation

3.15 Notices. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

To RCTC: Riverside County Transportation Commission
4080 Lemon Street, Third Floor
P.O. Box 12008
Riverside, CA 92502-2208
Attention: Executive Director

Copy to: Best, Best & Krieger, LLP
3390 University Ave. 5fl.
Riverside, CA 92501
Attention: Steven C. DeBaun

To Banning: City of Banning
99 E. Ramsey Street
Banning, California 92220
Attention: City Manager

Copy to: Richards, Watson & Gershon
333 South Grand Avenue
40th Floor
Los Angeles, California 90071-3101
Attention: Kevin Ennis, City Attorney

To Beaumont: City of Beaumont
550 E. 6th Street
Beaumont, California 92223
Attention: City Manager

Copy to: Slovak Baron Empey Murphy & Pinkney LLP
1800 E. Tahquitz Canyon Way
Palm Springs, California 92262

Attention: John O. Pinkney

Depending upon the method of transmittal, notice shall be deemed received as follows: by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail first class postage prepaid, as of 72 hours after deposit in the U.S. Mail.

3.16 Time of Performance. Time is of the essence in the performance of this Agreement.

3.17 Governing Law. This Agreement is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.18 Insurance. The Parties each verify that they are self-insured or maintain insurance coverage through a Joint Powers Authority in reasonable and customary amounts for their respective operations.

3.19 Authority to Enter into Agreement. Each Party warrants that the individuals who have signed this Cooperative Agreement have the legal power, right and authority to make this Cooperative Agreement and bind each respective Party.

3.20 Counterparts. This Cooperative Agreement may be signed in counterparts, each of which shall constitute an original and which collectively shall constitute one instrument.

3.21 Entire Agreement. This Cooperative Agreement contains the entire agreement of the Parties relating to the subject matter hereof and supersedes all prior negotiations, agreements or understandings.

**IN WITNESS WHEREOF,** the parties hereto have executed this Cooperative Agreement on the date first herein above written.

[Signatures on following page]

**SIGNATURE PAGE**
**TO**
**HIGHLAND SPRINGS PROJECT STUDY REPORT COOPERATIVE AGREEMENT**

**IN WITNESS WHEREOF**, the parties hereto have executed the Agreement on the Effective Date.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

**CITY OF BANNING**

By: _____

Title: City Manager

**APPROVED AS TO FORM:**

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County Transportation Commission

**APPROVED AS TO FORM:**

By: _____

Title: City Attorney

**ATTEST:**

By: _____

Title: Deputy City Clerk

20323.00004\32111671.1
2307022

**CITY OF BEAUMONT**

By: _____

Title: Mayor

**APPROVED AS TO FORM:**

By: _____

Title: City Attorney

**ATTEST:**

By: _____

Title: City Clerk

## RESOLUTION NO. 2021-43

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING APPROVING AMENDMENT 1 TO THE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION, CITY OF BANNING AND CITY OF BEAUMONT FOR THE I-10 HIGHLAND SPRINGS AVENUE INTERCHANGE**

**WHEREAS**, the Highland Springs Avenue Interchange (the "HSA Interchange"), which is located within the jurisdictional boundaries of the Cities of Banning and Beaumont, has been greatly impacted by the increase in traffic related to residential and commercial development along the Highland Springs Avenue corridor. The HSA Interchange is in need of improvements to mitigate the current congestion as well as to provide additional capacity for future developments such as Tri Pointe Homes' Atwell development and projects within Beaumont's city limits; and

**WHEREAS**, in order to facilitate the improvements to the HSA Interchange, the City of Banning, City of Beaumont and Riverside County Transportation Commission ("RCTC") agreed that RCTC would take the lead in the development of the project. The phases for the project include the Project Study Report (PSR); Project Approval and Environmental Document (PA/ED); Plans, Specifications and Estimates (PS&E); and Construction (CONST); and

**WHEREAS**, on September 10, 2019, City Council approved Resolution 2019-114, authorizing the City Manager to execute a Cooperative Agreement between the City of Banning, City of Beaumont and RCTC for the preparation of the Highland Springs Interchange PSR ("Cooperative Agreement"); and

**WHEREAS**, RCTC is nearing the completion of the PSR phase as required by the Cooperative Agreement; and

**WHEREAS**, Amendment 1 to the Cooperative Agreement will allow for the delivery of the PA/ED phase.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING HEREBY FINDS AND RESOLVES AS FOLLOWS:**

Section 1. The City Council finds that the recitals above are true and correct.

Section 2. Based upon all the findings contained herein, the City Council hereby approves Amendment 1 to the Cooperative Agreement between the Riverside County Transportation Commission, City of Banning and City of Beaumont for the I-10 Highland Springs Avenue Interchange adding the Project Approval and Environmental Document Phase, attached hereto as Attachment 1.

Section 3. The City Council authorizes the City Manager to execute the Amendment 1 on behalf of the City and to take other actions necessary to implement the terms of Amendment 1.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

**PASSED, APPROVED AND ADOPTED** this 25th day of May, 2021.

Colleen Wallace, Mayor
City of Banning

**ATTEST:**

Caroline Patton, Deputy City Clerk
City of Banning

**APPROVED AS TO FORM AND LEGAL CONTENT:**

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

**CERTIFICATION:**

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-43, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 25th day of May, 2021 by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Pingree, Sanchez, and Mayor Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

**Attachment 1**

**Amendment 1 to the Cooperative Agreement between the Riverside County Transportation Commission, City of Banning and City of Beaumont for the I-10 Highland Springs Avenue Interchange adding the Project Approval and Environmental Document Phase**

# CITY OF BANNING
# OFFICE OF THE CITY CLERK

May 26, 2021

RECEIVED
JUN 01 2021
RIVERSIDE COUNTY
TRANSPORTATION COMMISSION

David Lewis
4080 Lemon St. 3rd Floor
Riverside, CA 92502

**SUBJECT: Highland Springs/I-10 Interchange Cooperative Agreement Amendment No. 1**

Dear Mr. Lewis,

Please find three copies of Amendment No. 1 to the Cooperative Agreement between Riverside County, the City of Beaumont, and the City of Banning for the Management of the Highland Springs/I-10 Interchange Project Study Report, enclosed.

Once the documents are signed, please return a single hardcopy to our office, **City of Banning, Attn: Deputy City Clerk, PO Box 998, Banning, CA 92220.**

Please let me know if I can be of any further assistance.

Sincerely,

Caroline Patton
Deputy City Clerk

# AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION, CITY OF BANNING AND CITY OF BEAUMONT FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE INTERCHANGE PROJECT STUDY REPORT AND TO INCLUDE PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE

1. Parties and Date. This Amendment No. 1 to the Cooperative Agreement is made and entered into this 25th day of May, 2021, by and between the Riverside County Transportation Commission (RCTC), City of Banning (Banning) and City of Beaumont (Beaumont).

2. Recitals.

2.1 RCTC and the Cities of Banning and Beaumont (collectively, Cities) have entered into an agreement entitled "Cooperative Agreement Between Riverside County Transportation Commission, City of Banning, and City of Beaumont for the Preparation of the Highland Springs Interchange Project Study Report" dated September 10, 2019 (Master Agreement).

2.2 The Master Agreement established RCTC as the lead agency for the preparation of the Project Study Report (PSR) for the Highland Springs Interchange (Project) to be funded with $2,000,000 in funds allocated by Western Riverside Council of Governments (WRCOG).

2.3 WRCOG allocated the above referenced funding amount pursuant to Agreement No. 20-72-018-00 between WRCOG and RCTC.

2.4 It is anticipated that RCTC will complete the PSR for the Project in June 2021, at a total cost of approximately $500,000. WRCOG has approved reallocation of the funds remaining from the PSR phase (approximately $1,500,000) to the Project Approval and Environmental Document (PA/ED) phase of the Project.

2.5 WRCOG and RCTC have entered into a Funding Agreement allocating approximately $1,5000,000 for the PA/ED phase of the Project.

2.6 The Cities of Banning and Beaumont have requested that RCTC be the lead agency for the preparation and management of the PA/ED phase of the Project.

2.7 RCTC has agreed to act as the lead agency for the PA/ED phase of the Project.

2.8 The Parties now desire, pursuant to this Amendment No. 1, to memorialize the funding reallocation approved by WRCOG for the PA/ED phase, and to include the PA/ED phase under the Master Agreement.

3. Terms.

3.1 Capitalized terms used in the Master Agreement and not otherwise defined in this Amendment No. 1 shall have the meanings as set forth in the Master Agreement.

3.2 Recital 2.2 of the Master Agreement shall be amended to include the following:

> WRCOG and RCTC will reallocate the funds remaining from the PSR phase (approximately $1,500,000) to the Project Approval and Environmental Document (PA/ED) phase of the Project.

3.3 Section 3.1 of the Master Agreement shall be amended to include a new Section 3.1(C) to read as follows:

> C. Administration of PA/ED Phase for Highland Spring Interchange Project.
>
> RCTC shall administer, as lead agency, the PA/ED phase for the Project (PA/ED work) solely using funds allocated by WRCOG. The Parties agree that RCTC shall not have any obligation to fund the administration of the PA/ED work using its own funds. In the case that additional funds are needed to complete the PA/ED work, the source of funding for such work needed beyond the funding described in Section 2.2 or any other phases of the Project, or construction of any portion or all of the Project, shall be by separate agreement(s).
>
> RCTC shall continue management activities for Project consultants, and shall award consultant contracts as required for the PA/ED work. RCTC shall complete the PA/ED work within the Term of this Agreement, as provided in Section 3.2, unless extended by mutual agreement of the Parties.
>
> The Cities may elect to provide independent quality assurance (IQA) for the PA/ED work.

3.4 The term of the Master Agreement, as set forth in Section 3.2, shall be extended, for purposes of completion of the PA/ED work, through December 31, 2024, or until written agreement by the Parties that the PA/ED work has been completed, unless earlier terminated as provided in the Master Agreement.

3.5 Section 3.4, Cooperation, and 3.5, Reporting, of the Master Agreement shall be amended to provide that the obligations set forth in these provisions apply to the PA/ED work to the same extent as the same apply to the PSR.

3.6 This Amendment No. 1 is in all respects governed by California law and venue for any dispute shall be in Riverside County.

3.7 The recitals set forth above are true and correct and are incorporated by reference into this Amendment No. 1 as though fully set forth herein.

3.8 Except as amended by this Amendment No. 1, all provisions of the Master Agreement, including without limitation the indemnity provisions, shall remain in full force and effect and shall govern the actions of the Parties under this Amendment No. 1.

3.9 This Amendment No. 1 may be signed in counterparts, each of which shall constitute an original.

3.10 A manually signed copy of this Amendment No. 1 which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment No. 1 for all purposes. This Amendment No. 1 may be signed using an electronic signature.

[Signatures on following page]

**SIGNATURE PAGE**
**TO**
**AMENDMENT NO. 1**
**COOPERATIVE AGREEMENT**
**FOR THE MANAGEMENT OF THE I-10/HIGHLAND SPRINGS AVENUE INTERCHANGE PROJECT STUDY REPORT**
**AND TO INCLUDE**
**APPROVAL AND ENVIRONMENTAL DOCUMENT (PA/ED) PHASE**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment No. 1 as of the date first set forth above.

**RIVERSIDE COUNTY TRANSPORTATION COMMISSION**

By: _____
Anne Mayer, Executive Director

**APPROVED AS TO FORM:**

By: _____
Best Best & Krieger LLP
Counsel to the Riverside County Transportation Commission

**CITY OF BANNING**

By: _____
Colleen Wallace, Mayor

**APPROVED AS TO FORM:**

By: _____
Kevin Ennis, City Attorney

**ATTEST:**

By: _____
Caroline Patton, Deputy City Clerk

| |
|---|
| **CITY OF BEAUMONT**<br><br>By: _____<br><br>Title: _____ |
| |
| **APPROVED AS TO FORM:**<br><br>By: _____<br><br>Title: _____ |
| **ATTEST:**<br><br>By: _____<br><br>Title: _____ |

# CITY OF BANNING
# STAFF REPORT

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

**FROM:** **Arturo Vela, Interim City Manager**

**PREPARED BY:** **Nate Smith, Deputy Director of Public Works/City Engineer**
**Art Vela, Director of Public Works**

**MEETING DATE:** **June 24, 2025**

**SUBJECT:** **Presentation from the Riverside County Transportation Commission (RCTC) on the Current Design Efforts of the Highland Springs Interchange Improvement Project**

---

## RECOMMENDATION:

Receive and File

## BACKGROUND:

The Cities of Banning and Beaumont entered into an agreement with the Riverside County Transportation Commission (Resolution 2019-114) to provide project management services for the Project Study Report (PSR) and Project Alternative/Environmental Documentation (PA/ED) phases of the Highland Springs Interchange Improvement Project. This project would make interim improvements to the Highland Springs Interchange with a design requirement through 2050.

The current Highland Springs Interchange was constructed with Interstate 10 in a tight diamond configuration in the late 1950's. Subsequent improvements expanded the footprint of the bridge between the eastbound and westbound lanes, and again for the addition of a 4th eastbound and westbound lane, and the construction of the grade separation with the Union Pacific Railroad reconfigured portions of Highland Springs Avenue. The ramps themselves have not had significant change or upgrade since the initial construction of the freeway.

With development in the City of Beaumont and the City of Banning, traffic delay on both Highland Springs Ave and the ramps themselves has increased to unacceptable levels. Under the agreement with RCTC, the PSR has already been completed and the project is in the PA/ED Phase. Future phases include the Plans, Specification, and Estimates (PSE) phase, and the construction (CON) phase.

Staff from RCTC and the design consultant will provide details of the project status, alternatives, and future direction and schedules.

## JUSTIFICATION:

N/A

## FISCAL IMPACT:

The PA/ED phase is being funded through the Wester Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) program. This program assesses a transportation impact fee on new development within the Pass Zone. Allocations from the Pass Zone have been made in previous years to ensure that funding is available for the project to continue through this phase.

**ALTERNATIVES:**
N/A

**BUDGETED?:**
No

**CONTRACT/AGREEMENT:**
No

**ATTACHMENTS:**
1. RCTC Presentation.pdf

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

# I-10 HIGHLAND SPRINGS AVENUE INTERCHANGE PROJECT




Banning City Council Meeting

June 24, 2025

*David Lewis, RCTC Capital Projects Manager*
*Darin Johnson, Mark Thomas Project Manager*

Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

# Overview

- RCTC/Cities conducting engineering/environmental studies
- Improve safety, traffic flow
- High traffic volumes
- Main link to Banning & Beaumont



Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

# Background

- Project Study Report approved in December 2021
- 2 hook ramps and 2 diverging diamond interchange (DDI) options were evaluated in PSR
- Preliminary engineering and environmental phase commenced in October 2022
- Coordination with Caltrans on technical studies and engineering plans



Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

# Project Summary

- Several alternatives have been removed from further consideration over the last 2 years
  - DDI's removed in January 2024 – design life failure
  - Hook Ramps removed in 2025 – geometric/operations concerns
- Caltrans requested new alternatives be developed and evaluated in 2024
- Proceeding with build Alternative 5 - 2025



Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

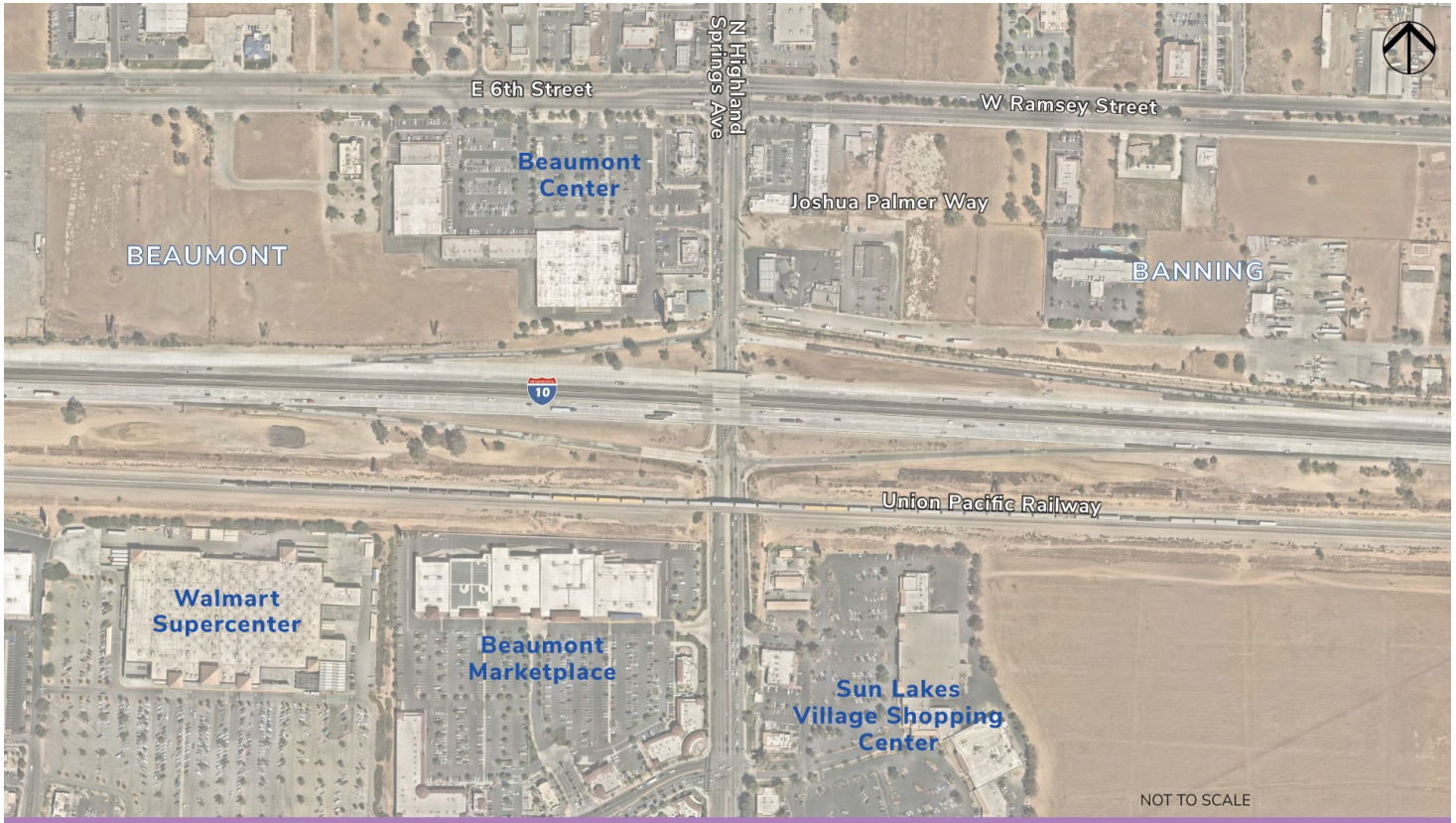
# Anticipated Schedule




Schedule dates subject to change

* If funding can be secured

Interstate 10
# HIGHLAND SPRINGS INTERCHANGE




## Alternative 1 - No Build/Existing Conditions

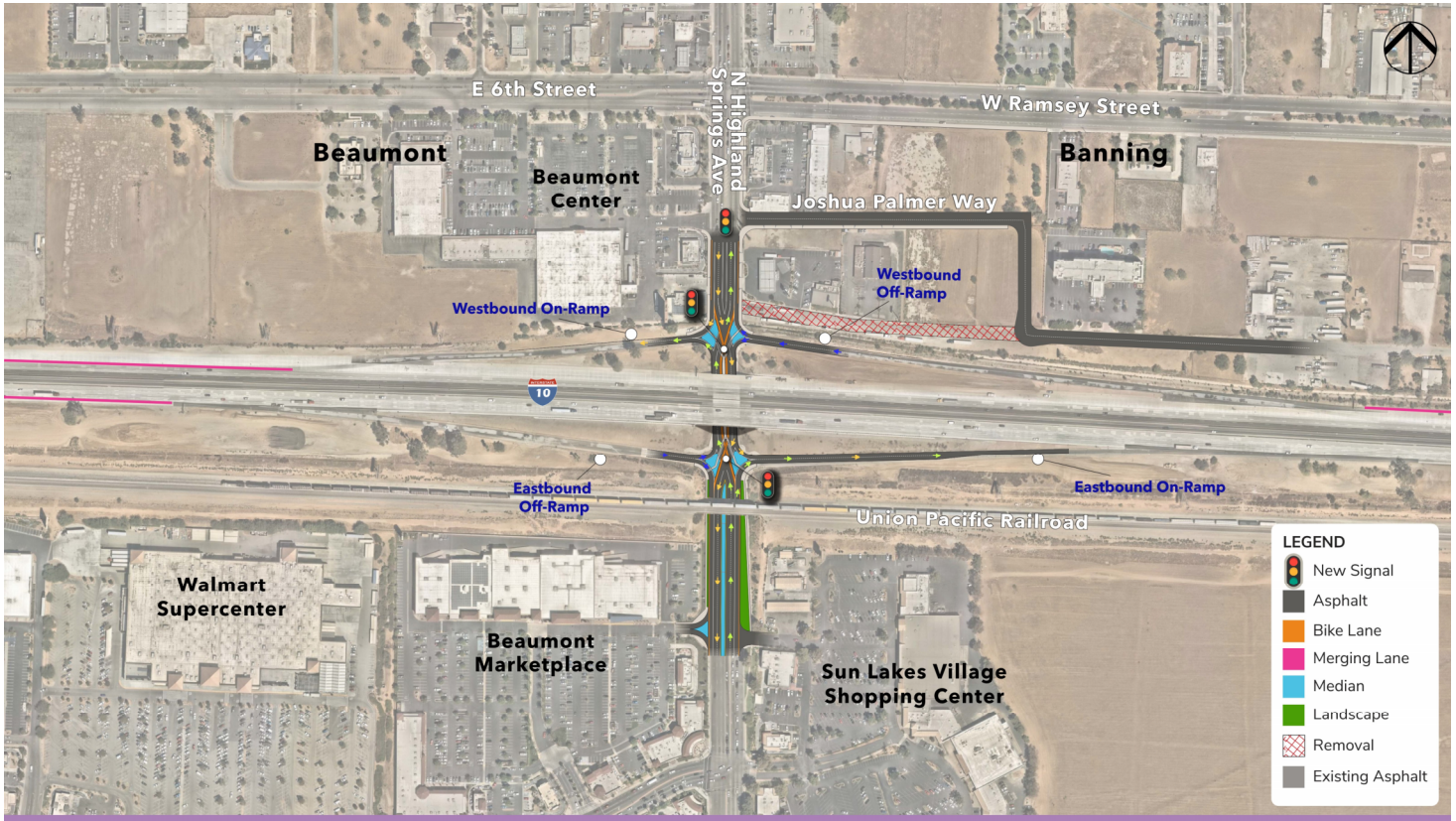
Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

# Initial Design Options Studied

1. No Build
2. Hook Ramps:
   - Option A
   - Option B
3. Diverging Diamond Interchange with crossover before UP Railroad
4. Diverging Diamond Interchange with crossover after UP Railroad

Options 2, 3, 4 include merging lanes on eastbound, westbound I-10

Interstate 10
# HIGHLAND SPRINGS INTERCHANGE



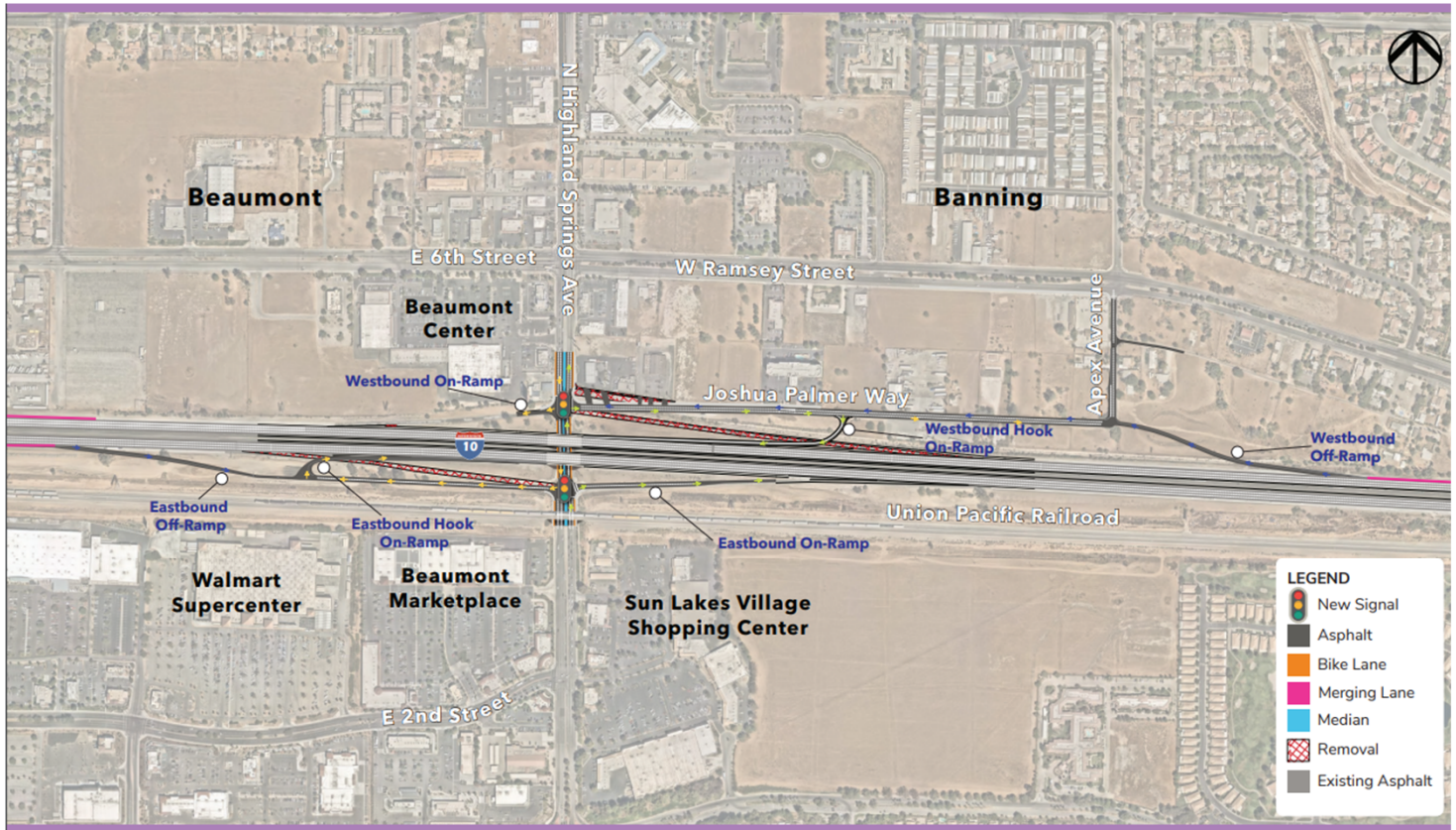

## Alternative 3 & 4 - Diverging Diamond Interchange (DDI)

Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

# Diverging Diamond Alternatives – Removed From Further Consideration

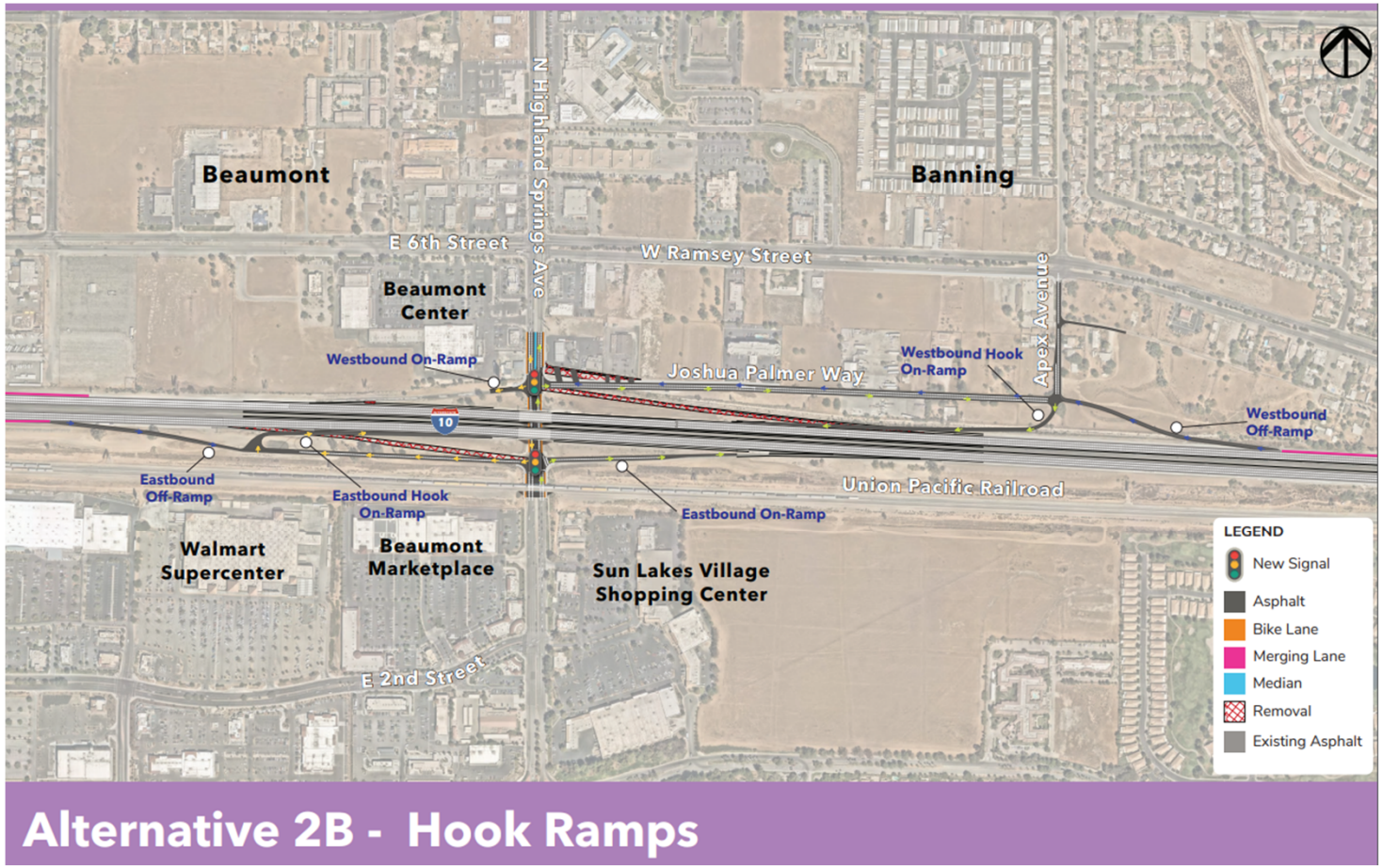
1. Do not meet the Project Purpose & Need due to the following
    1. Provides a useful operating lifespan of less than 5 years beyond opening year
    2. Requires closure of multiple private parcel driveways on Highland Springs Avenue
    3. Requires substantial right of way acquisition including full acquisition of Highland Fuel Station
2. Removed during January 23, 2024 PDT Meeting

Interstate 10
# HIGHLAND SPRINGS INTERCHANGE




## Alternative 2A - Hook Ramps

Interstate 10
# HIGHLAND SPRINGS INTERCHANGE




## Alternative 2B - Hook Ramps

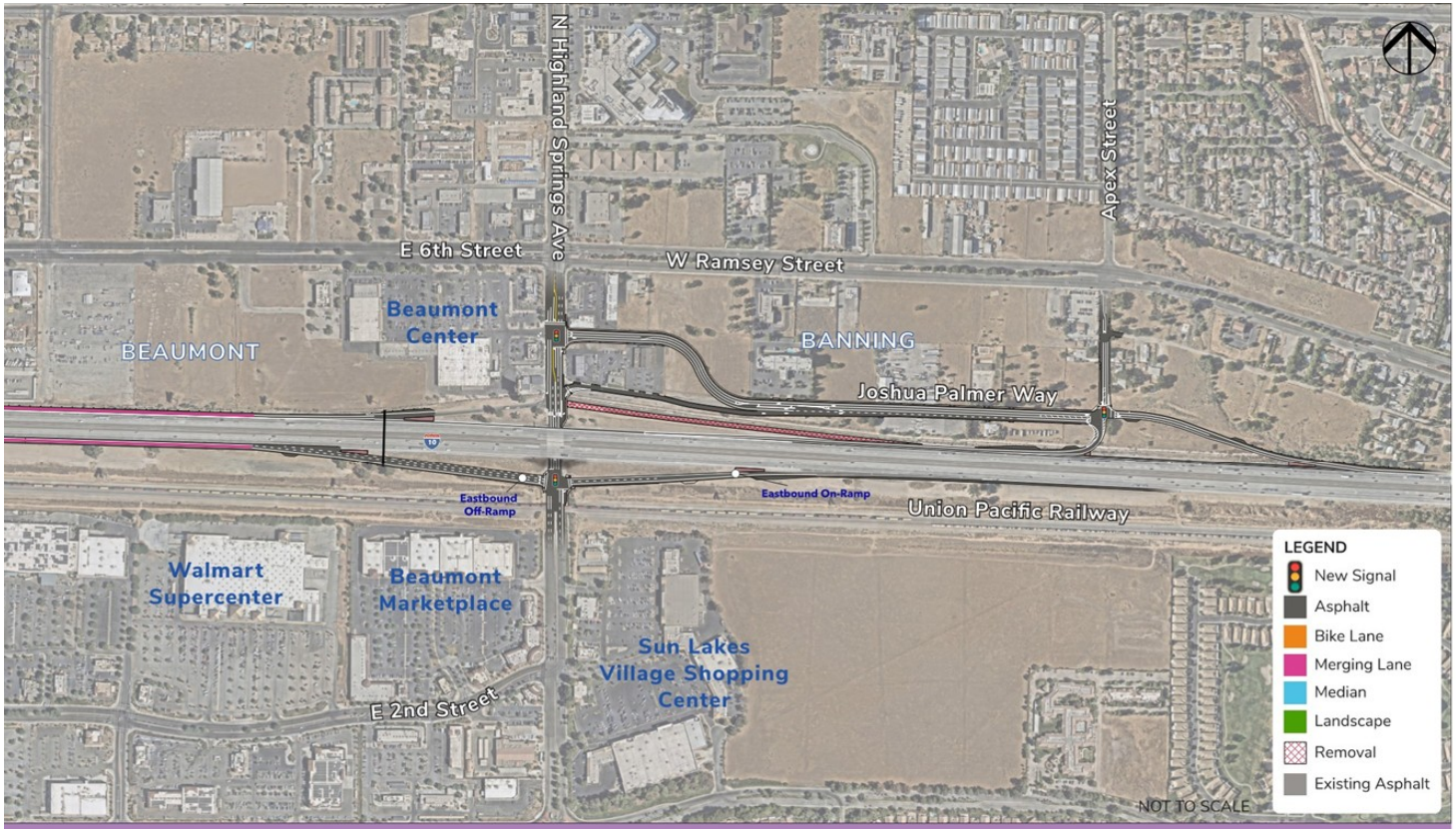
Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

# Hook Ramp Alternatives – Removed From Further Consideration

1. Removed during May 28, 2025 Caltrans Meeting due to the following
    1. Operations of the Joshua Palmer Way/Highland Springs intersection
    2. Long EB Off-Ramp
    3. Geometric deficiencies with EB Hook On-Ramp

2. Formal removal will occur during June 24, 2025 PDT Meeting

Interstate 10
# HIGHLAND SPRINGS INTERCHANGE




## Alternative 5 - Joshua Palmer Realignment

Interstate 10
HIGHLAND SPRINGS
INTERCHANGE

# Alternative Options

1. Initiated in December 2024 Caltrans Meeting
2. Caltrans wanted to provide other potential options that would provide improved operations for the system.
3. Caltrans Concerns/Suggestions
    1. Convert Joshua Palmer Way to a right-in/right-out intersection
    2. Eliminate the SB Highland Springs left turn at Joshua Palmer Way
    3. Realign a portion of Joshua Palmer Way north of the current location
    4. EB off-ramp too long – drivers will tend to drive too fast
    5. EB Hook on-ramp geometry deficiencies
4. Identified Alternative 5 as a viable alternative that meets purpose and need

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

# QUESTIONS



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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Mary Yaryan, Associate Planner** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Introduction and First Reading of Ordinance No. 1615, A Zone Text Amendment to Banning Municipal Code Title 17, Chapter 17.88, Section 17.88.020 (Non-Conforming Structures and Uses)** |

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## RECOMMENDATION:

Introduce and Waive full reading, direct the City Clerk to read the ordinance by title only, and introduce Ordinance No. 1615, entitled:

*An Ordinance of the City Council of the City of Banning, California, amending Section 17.88.020 of Chapter 17.88 (Non-Conforming Structures and Non-Conforming Uses) of Title 17 (Zoning) of the Banning Municipal Code to provide greater flexibility for the repair and reconstruction of legally established non-conforming residential structures.*

## BACKGROUND:

On August 6, 2025, the Planning Commission directed staff to initiate a Zone Text Amendment to Banning Municipal Code (BMC) Section 17.88.020 to address limitations on the reconstruction of legally established non-conforming residential structures that are damaged or destroyed by catastrophe. The direction was prompted by a recent case involving a property owner whose home, located in the Airport Industrial (AI) zoning district, was destroyed by fire and could not be rebuilt under the current code due to its non-conforming status.

However, similar situations may arise throughout the City where legally established homes exist in zoning districts that no longer permit residential use. To address this broader issue and preserve the City's existing housing stock, staff drafted an amendment to Section 17.88.020 (Non-Conforming Structures and Non-Conforming Uses) of the Banning Zoning Ordinance. The proposed changes would allow legally established non-conforming residential structures to be reconstructed to their original size, placement, and density, regardless of current zoning, and would remove the two-year time limit for reconstruction.

Pursuant to the requirements of BMC Chapter 17.116 (Zoning Ordinance Amendments), the amendment was processed as Application No. PZTA25-0001 and brought before the Planning Commission for consideration. At a special meeting on November 17, 2025, the Planning Commission voted 4-0 to adopt Resolution No. 2025-017, recommending City Council approval of the proposed ordinance.

The amendment supports Housing Element Goal 1.0 of the City's General Plan by promoting the maintenance and preservation of the existing housing supply, particularly in cases where legally established homes are lost due to unforeseen disasters.

**JUSTIFICATION:**

The proposed amendment to BMC Section 17.88.020 is intended to provide greater flexibility for the repair and reconstruction of legally established non-conforming residential structures that are damaged or destroyed by catastrophe. Under current code, such structures cannot be rebuilt if damage exceeds 50% of replacement cost, even if they were originally permitted. Enforcement of this restriction can result in the permanent loss of housing stock, especially in locations where residential uses are no longer permitted by current zoning.

While the amendment was prompted by a recent case in the Airport Industrial (AI) zoning district, legally established non-conforming residences exist in multiple zoning districts citywide. The amendment supports Goal 1.0 of the City's Housing Element, which promotes the maintenance and preservation of existing housing, and aligns with Program 5, which identifies the need to preserve non-conforming homes in non-residential zones.

Allowing these structures to be rebuilt to their original size, placement, and density, and by removing the two-year reconstruction deadline, the ordinance ensures fairness for affected property owners and helps preserve Banning's housing stock.

**FISCAL IMPACT:**

There is no direct fiscal impact to the City associated with the adoption of this ordinance.

**ALTERNATIVES:**

1. Approve Ordinance No. 1615 as recommended.
2. Modify the proposed ordinance and approve as amended.
3. Deny the proposed ordinance.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. ORDINANCE 1615 ZTA25-0001.pdf
2. Exhibit A - Ch 17.88 Legislative Revisions.pdf
3. Exhibit B - Ch 17.88 Updated.pdf
4. PC Resolution No. 2025-17 Signed.pdf

**ORDINANCE NO. 1615**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING SECTION 17.88.020 OF CHAPTER 17.88 (NON-CONFORMING STRUCTURES AND NON-CONFORMING USES) OF TITLE 17 (ZONING) OF THE BANNING MUNICIPAL CODE TO PROVIDE GREATER FLEXIBILITY FOR THE REPAIR AND RECONSTRUCTION OF LEGALLY ESTABLISHED NON-CONFORMING RESIDENTIAL STRUCTURES**

WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City of Banning is authorized to adopt and enforce ordinances and regulations not in conflict with the general laws to protect the public health, safety, and welfare; and

WHEREAS, Chapter 17.88 of the Banning Municipal Code regulates non-conforming structures and non-conforming uses within the City; and

WHEREAS, Section 17.88.020 currently limits the repair and reconstruction of legally established non-conforming residential structures that are damaged or destroyed by catastrophe; and

WHEREAS, the City has identified the need to provide greater flexibility for the repair and reconstruction of legally established non-conforming residential structures in order to preserve existing housing stock within the City, including housing located in zoning districts where residential uses are no longer permitted; and

WHEREAS, on August 6, 2025, the Planning Commission directed staff to initiate a Zone Text Amendment to Chapter 17.88 of the Banning Municipal Code; and

WHEREAS, the proposed Zone Text Amendment was processed as Application No. PZTA25-0001; and

WHEREAS, the Planning Commission conducted a duly noticed public hearing on November 17, 2025, to consider the proposed Zone Text Amendment; and

WHEREAS, following the public hearing, the Planning Commission voted 4-0 to adopt Resolution No. 2025-017, recommending that the City Council approve the amendment to Chapter 17.88 of the Banning Municipal Code; and

WHEREAS, the City Council finds that the proposed amendment is consistent with the goals and policies of the City of Banning General Plan, including Housing Element Goal 1.0, which promotes the maintenance and preservation of the City's existing housing stock; and

WHEREAS, the City Council further finds that the proposed amendment is internally consistent with the Banning Zoning Ordinance and supports orderly development while protecting the public health, safety, and welfare; and

WHEREAS, the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act (CEQA) and finds that the proposed amendment is not subject to CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines, as the amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a "project" as defined in Section 15378 of the CEQA Guidelines.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANNING, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

**SECTION 1. INCORPORATION OF RECITALS.**

The recitals reflected above are true and correct and incorporated herein by this reference as the cause, purpose, and foundation for the action taken by the City Council through this Ordinance.

**SECTION 2. ENVIRONMENTAL DETERMINATION.**

The City Council finds that adoption of this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines because the Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a "project" as defined in Section 15378 of the CEQA Guidelines

**SECTION 3. APPROVAL.**

The City Council hereby approves Ordinance No. 1615 amending the City of Banning Municipal Code.

**SECTION 4. AMENDMENT TO THE BANNING MUNCICPAL CODE.**

Section 17.88.020 of Chapter 17.88, Title 17 (Zoning) of the Banning Municipal Code is hereby amended as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

**SECTION 5. PROSECUTION OF PRIOR ORDINANCES.**

Neither the adoption of this Ordinance nor the repeal of any other ordinance of this City shall in any manner affect the prosecution of any violation of any City ordinance or provision of the City of Beaumont Municipal Code, committed prior to the effective date hereof, nor be construed as a waiver of any penalty or the penal provisions applicable to any violation thereof.

**SECTION 6. SEVERABILITY.**

The City Council hereby declares that if any provision, section, paragraph, sentence, or word of this Ordinance is rendered or declared to be invalid or unconstitutional by any final court action in a court of competent jurisdiction, or by reason of any preemptive legislation, such invalidity shall not affect the other provisions, sections, paragraphs, sentences, or words of this Ordinance, and to this end the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any particular portion thereof and intends that the invalid portions should be severed, and the balance of the Ordinance enforced.

**SECTION 7. CERTIFICATION AND PUBLICATION.**

The Mayor shall sign and the City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

**SECTION 8. EFFECTIVE DATE.**

This Ordinance will become final and effective thirty (30) days following its passage and adoption by the City Council.

**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 13th day of January 2026, 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 27th day of January 2026, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard Royce, 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 Ordinance 1615 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 13th day of January, 2026, and was duly adopted at a regular meeting of said City Council on the 13th day of January, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

# *Chapter 17.88 NON-CONFORMING STRUCTURES AND NON-CONFORMING USES*

## 17.88.010 Purpose.

A. These provisions provide for the orderly termination of non-conforming structures and uses to promote the public health, safety, and general welfare, and to bring these structures and uses into conformity with the goals and policies of the General Plan. The intent of this chapter is to prevent the expansion of nonconforming structures and uses to the maximum extent feasible, to establish the criteria under which they may be continued or possibly expanded, and to provide for the correction or removal of these land use nonconformities in an equitable, reasonable and timely manner.

B. Non-conforming structures and uses within the City are generally detrimental to both orderly and complementary development, and the general welfare of citizens and property. Furthermore, it is the intent of this chapter that non-conforming structures and uses shall be eliminated as rapidly as possible without infringing upon the constitutional rights of property owners.

## 17.88.020 Non-conforming structures.

Structures which lawfully existed prior to the effective date of this Zoning Ordinance are legal nonconforming structures, and may continue even though they fail to conform to the present requirements of the land use district in which they are located. Legal non-conforming structures may be maintained as follows:

A. Legal non-conforming structures which are damaged up to one-half (½) or more of the replacement cost immediately prior to such damage may be restored only if made to conform to all provisions of the Zoning Ordinance. However, any residential structure(s), including multifamily, ~~in a residential land use district~~ destroyed by a catastrophe, including fire ~~and~~ or earthquake, may be reconstructed up to the original size, placement, and density and not to exceed 100% of the reasonable value of such structure(s) at the time such damage occurred. ~~However, reconstruction shall be substantially completed within two (2) years of the damage or destruction.~~

B. Necessary repairs and desired alterations may be made to legal non-conforming residential structures located in a residential land use district.

C. Reasonable repairs and alterations may be made to legal non-conforming commercial, institutional, or industrial structures, provided that no structural alterations shall be made which would prolong the life of the supporting members of a structure, such as bearing walls, columns, beams, or girders. Structural elements may be modified or repaired only if the Chief Building Official determines that such modification or repair is immediately necessary to protect the health and safety of the public or occupants of the non-conforming structure, or adjacent property and the cost does not exceed one-half (½) of the replacement cost limitations, provided that such retrofitting is strictly limited to compliance with earthquake safety standards.

D. Changes to interior partitions or other nonstructural improvements and repairs may be made to a legal non-conforming commercial, institutional, or industrial structure, provided that the cost of the desired improvement or repair shall not exceed one-half (½) of the replacement cost of the non-conforming structure over any consecutive five (5) year period.

E. The replacement cost shall be determined by the Chief Building Official of the City.

F. Any additional development of a parcel with a legal non-conforming structure will require that all new structures be in conformance with this Zoning Ordinance.

G. If a structure is permitted but is non-conforming only due to off-street parking or loading standards, expansion of that structure will require that it meet off-street parking or loading standards for the existing structure as well as for the expansion, in conformance with Chapter 17.28, Parking Standards.

H. If the use of a non-conforming structure is discontinued for a period of 6 or more consecutive calendar months, the structure shall lose its legal non-conforming status, and shall be removed or altered to conform to the provisions of this Development code. A use of a legal non-conforming structure shall be considered discontinued when any of the following apply:

1. The Director has determined, by whatever means, that the intent of the owner to discontinue use of the non-conforming structure is apparent.

2. Where characteristic furnishings and equipment associated with the use have been removed and not replaced with equivalent furnishings and equipment during this time, and where normal occupancy and/or use has been discontinued for a period of 6 or more consecutive calendar months.

3. Where there are either no business sales receipts or no business purchase receipts available for the 6 month period.

4. Where there has been no electrical utility bill paid for the property for the 6 month period.

## 17.88.030 Non-conforming uses.

Non-conforming uses are those which lawfully existed prior to the effective date of this Zoning Ordinance, but which are no longer permitted in the land use district in which they are located. The continuance of legal non-conforming uses are subject to the following:

A. Change of ownership, tenancy, or management of a non-conforming use shall not affect its legal non-conforming status, provided that the use and intensity of use does not increase.

B. If a non-conforming use is discontinued for a period of six (6) or more consecutive calendar months, it shall lose its legal non-conforming status, and the continued use of the property shall be required to conform with the provisions of this Zoning Ordinance.

C. Additional development of any property on which a legal non-conforming use exists shall require that all new uses conform to the provisions of this Zoning Ordinance.

D. If a non-conforming use is converted to a conforming use, no non-conforming use may be resumed.

E. No non-conforming use may be established or replaced by another non-conforming use, nor may any non-conforming use be expanded or changed, except as provided in this chapter.

F. A nonconforming use located in a commercial or industrial zone may be expanded up to but not exceeding 50 percent of the existing floor area provided the expansion conforms to all other requirements of the zone and subject to the approval of a conditional use permit by the planning commission.

## 17.88.040 Abatement of non-conforming uses.

Legal non-conforming uses shall be discontinued within the following specified time limits, from the effective date of this Zoning Ordinance:

**Table 17.88.040**

**Abatement Schedule**

| | | |
|---|---|---|
| 1 | Non-conforming uses which do not occupy structures | 5 years |
| 2 | The non-conforming use of a conforming structure within any commercial or industrial land use district | 10 years |
| 3 | Non-conforming uses of a conforming structure within any residential land use district | 15 years |

## 17.88.050 Certificate of occupancy prohibited.

When any non-conforming structure or use is no longer permitted pursuant to the provisions of this chapter, no permit for a structure shall thereafter be issued for further continuance, alteration, or expansion. Any permit issued in error shall not be construed as allowing the continuation of the nonconforming structure or use.

## 17.88.060 Offers of dedication for right-of-way—No nonconformity.

When a property owner, upon request by the City, offers dedication for right-of-way which results in the reduction of a dimension of the property below the minimum property development requirements in the Zoning Ordinance, Council shall make a finding that such dedication is for public purposes and the reduction in minimum required dimension shall not in and of itself, create a nonconformity, pursuant to this Zoning Code.

## 17.88.070 Removal of illegal non-conforming structures and uses.

Nothing contained in this chapter shall be construed or implied as to allow for the continuation of illegal non-conforming structures and uses. Said structures and uses shall be removed immediately subject to the provisions of this ordinance regarding the enforcement of provisions, and State Law.

## 17.88.080 Nonconforming lots.

Any lawfully created lot that becomes nonconforming with regard to lot area, lot width, or lot depth may be developed for a structure that would otherwise be allowed in that zone as long as all development standards are met with the exception of lot size or dimension, or a variance is obtained for any standards that cannot be achieved.

# *Chapter 17.88 NON-CONFORMING STRUCTURES AND NON-CONFORMING USES*

## 17.88.010 Purpose.

A. These provisions provide for the orderly termination of non-conforming structures and uses to promote the public health, safety, and general welfare, and to bring these structures and uses into conformity with the goals and policies of the General Plan. The intent of this chapter is to prevent the expansion of nonconforming structures and uses to the maximum extent feasible, to establish the criteria under which they may be continued or possibly expanded, and to provide for the correction or removal of these land use nonconformities in an equitable, reasonable and timely manner.

B. Non-conforming structures and uses within the City are generally detrimental to both orderly and complementary development, and the general welfare of citizens and property. Furthermore, it is the intent of this chapter that non-conforming structures and uses shall be eliminated as rapidly as possible without infringing upon the constitutional rights of property owners.

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B. Necessary repairs and desired alterations may be made to legal non-conforming residential structures located in a residential land use district.

C. Reasonable repairs and alterations may be made to legal non-conforming commercial, institutional, or industrial structures, provided that no structural alterations shall be made which would prolong the life of the supporting members of a structure, such as bearing walls, columns, beams, or girders. Structural elements may be modified or repaired only if the Chief Building Official determines that such modification or repair is immediately necessary to protect the health and safety of the public or occupants of the non-conforming structure, or adjacent property and the cost does not exceed one-half (½) of the replacement cost limitations, provided that such retrofitting is strictly limited to compliance with earthquake safety standards.

D. Changes to interior partitions or other nonstructural improvements and repairs may be made to a legal non-conforming commercial, institutional, or industrial structure, provided that the cost of the desired improvement or repair shall not exceed one-half (½) of the replacement cost of the non-conforming structure over any consecutive five (5) year period.

E. The replacement cost shall be determined by the Chief Building Official of the City.

F. Any additional development of a parcel with a legal non-conforming structure will require that all new structures be in conformance with this Zoning Ordinance.

G. If a structure is permitted but is non-conforming only due to off-street parking or loading standards, expansion of that structure will require that it meet off-street parking or loading standards for the existing structure as well as for the expansion, in conformance with Chapter 17.28, Parking Standards.

H. If the use of a non-conforming structure is discontinued for a period of 6 or more consecutive calendar months, the structure shall lose its legal non-conforming status, and shall be removed or altered to conform to the provisions of this Development code. A use of a legal non-conforming structure shall be considered discontinued when any of the following apply:

1. The Director has determined, by whatever means, that the intent of the owner to discontinue use of the non-conforming structure is apparent.

2. Where characteristic furnishings and equipment associated with the use have been removed and not replaced with equivalent furnishings and equipment during this time, and where normal occupancy and/or use has been discontinued for a period of 6 or more consecutive calendar months.

3. Where there are either no business sales receipts or no business purchase receipts available for the 6 month period.

4. Where there has been no electrical utility bill paid for the property for the 6 month period.

## 17.88.030 Non-conforming uses.

Non-conforming uses are those which lawfully existed prior to the effective date of this Zoning Ordinance, but which are no longer permitted in the land use district in which they are located. The continuance of legal non-conforming uses are subject to the following:

A. Change of ownership, tenancy, or management of a non-conforming use shall not affect its legal non-conforming status, provided that the use and intensity of use does not increase.

B. If a non-conforming use is discontinued for a period of six (6) or more consecutive calendar months, it shall lose its legal non-conforming status, and the continued use of the property shall be required to conform with the provisions of this Zoning Ordinance.

C. Additional development of any property on which a legal non-conforming use exists shall require that all new uses conform to the provisions of this Zoning Ordinance.

D. If a non-conforming use is converted to a conforming use, no non-conforming use may be resumed.

E. No non-conforming use may be established or replaced by another non-conforming use, nor may any non-conforming use be expanded or changed, except as provided in this chapter.

F. A nonconforming use located in a commercial or industrial zone may be expanded up to but not exceeding 50 percent of the existing floor area provided the expansion conforms to all other requirements of the zone and subject to the approval of a conditional use permit by the planning commission.

## 17.88.040 Abatement of non-conforming uses.

Legal non-conforming uses shall be discontinued within the following specified time limits, from the effective date of this Zoning Ordinance:

**Table 17.88.040**

**Abatement Schedule**

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## 17.88.050 Certificate of occupancy prohibited.

When any non-conforming structure or use is no longer permitted pursuant to the provisions of this chapter, no permit for a structure shall thereafter be issued for further continuance, alteration, or expansion. Any permit issued in error shall not be construed as allowing the continuation of the nonconforming structure or use.

## 17.88.060 Offers of dedication for right-of-way—No nonconformity.

When a property owner, upon request by the City, offers dedication for right-of-way which results in the reduction of a dimension of the property below the minimum property development requirements in the Zoning Ordinance, Council shall make a finding that such dedication is for public purposes and the reduction in minimum required dimension shall not in and of itself, create a nonconformity, pursuant to this Zoning Code.

## 17.88.070 Removal of illegal non-conforming structures and uses.

Nothing contained in this chapter shall be construed or implied as to allow for the continuation of illegal non-conforming structures and uses. Said structures and uses shall be removed immediately subject to the provisions of this ordinance regarding the enforcement of provisions, and State Law.

## 17.88.080 Nonconforming lots.

Any lawfully created lot that becomes nonconforming with regard to lot area, lot width, or lot depth may be developed for a structure that would otherwise be allowed in that zone as long as all development standards are met with the exception of lot size or dimension, or a variance is obtained for any standards that cannot be achieved.

**RESOLUTION 2025-017**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BANNING, CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE AND ADOPT AN ORDINANCE AMENDING SECTION 17.88.020 OF CHAPTER 17.88 (NON-CONFORMING STRUCTURES AND NON-CONFORMING USES) OF THE BANNING ZONING ORDINANCE TO PROVIDE ALLOW ADDITIONAL TIME TO REBUILD NON-CONFORMING RESIDENTIAL STRUCTURES.**

THE PLANNING COMMISSION FINDS AND DETERMINES AS FOLLOWS:

A. WHEREAS, pursuant to Article XI, Section 7 of the California Constitution, the City of Banning may adopt and enforce ordinances and regulations not in conflict with general laws to protect and promote the public health, safety, and welfare of its citizens; and

B. WHEREAS, the City of Banning proposes a Zone Ordinance Amendment, Case No. PZTA25-0001, to amend Section 17.88.020 to provide additional leniency for rebuilding non-conforming residential structures damaged by catastrophe (the "Zoning Ordinance Amendment" and "Amendment"); and

C. WHEREAS, pursuant to Section 17.116.020 of the Banning Zoning Ordinance (BZO), the Planning Commission is authorized to initiate proceedings and recommend amendments to the Zoning Ordinance; and

D. WHEREAS, at a Special Meeting on August 6, 2025, the Planning Commission provided direction to staff to initiate the Amendment; and

E. WHEREAS, due notice of a public hearing of the Planning Commission of the City of Banning was given in accordance with applicable law to consider Zone Text Amendment, Case No. PZTA25-0001; and

F. WHEREAS, at a Special Meeting on November 17, 2025, the Planning Commission conducted a duly noticed public hearing to consider the Zoning Text Amendment, Case No. PZTA25-0001; and

G. WHEREAS, the Planning Commission has carefully reviewed and considered all of the evidence presented in connection with the hearing on the Zoning Text Amendment, including, but not limited to, the staff report, and all written and oral testimony presented; and

H. WHEREAS, the Planning Commission hereby finds that approval of the proposed Zoning Text Amendment would meet required findings pursuant to BZO Section 17.116.050 as follows:

1. *The proposed Amendment is consistent with the goals and policies of the General Plan.*

Finding of Fact: Housing Element Goal 1.0 states, "Promote the maintenance and preservation of the City's existing housing stock." Program 5 of the City's Sixth Cycle Housing Element identifies re-zoning of areas where single-family homes are non-conforming due to underlying zoning designations with the objective of preserving 63 non-conforming homes that are zoned for non-residential use. The proposed amendment provides a means of preserving non-conforming housing stock in the City by providing an additional opportunity for homeowners to preserve or rebuild their home in a zoning designation that would not otherwise allow said housing to be preserved or rebuilt in the event of a catastrophe. Therefore, the proposed Amendment is consistent with the goals and policies of the General Plan;

2. *The proposed Amendment is internally consistent with the Zoning Ordinance.*
Finding of Fact: The overall purpose and objectives of the Banning Zoning Ordinance (BZO) are found in BZO Section 17.04.020, which state, "The Zoning Ordinance ensures the orderly development of all lands within the City's corporate boundaries to protect the public health, safety and welfare." The proposed Amendment provides a minor revision to non-conforming use and structure criteria, creates an means of protecting non-conforming residential stock in the City, and will continue to ensure orderly development of lands to protect health, safety and welfare by allowing existing homes to be preserved and rebuilt. Consequently, the proposed Amendment is internally consistent with the Zoning Ordinance.

3. *That the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.*
Finding of Fact: After independent review and consideration of requirements of the California Environmental Quality Act (CEQA), the City finds that the proposed amendment to the City's non-conforming ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) and 15060(c)(3) of the CEQA Guidelines, for the following reasons: (1) There is no physical change to the environment since the proposed amendment will not result in a direct or reasonably foreseeable indirect physical change in the environment, rather it allows for additional time to rebuild existing non-conforming residential structures that were damaged or destroyed by catastrophe, thereby facilitating the preservation of existing housing stock; (2) the Amendment is not a "Project" as defined under CEQA Section 15378 of the CEQA Guidelines, as it does not involve an activity that may cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change; and (3) the Amendment is administrative and procedural in nature, as it is intended to clarify and extend timelines for rebuilding, and does not authorize any new development or expansion of use. Therefore, the City finds that the proposed Amendment is not a project under CEQA and no further environmental review is required.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF BANNING DOES HEREBY RESOLVE AS FOLLOWS:

**SECTION 1. RECITALS:** That the findings and determinations reflected above are true and correct, and are incorporated by this reference herein as the cause and foundation for the action taken by the and through this Resolution.

**SECTION 2. ENVIRONMENTAL DETERMINATION:** That City Council consider determining the Amendment is exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15060(c)(2) and 15060(c)(3) of the State Guidelines, because the ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment and is not a "project," as that term is defined in Section 15378 of the State Guidelines. The proposed ordinance would allow additional time to rebuild existing non-conforming structures, and those future projects would be reviewed for compliance with CEQA as applicable and required by law.

**SECTION 3. PLANNING COMMISSION ACTION:** That based on the entire record before the Planning Commission, and the findings made in this Resolution, the Planning Commission of the City of Banning hereby recommends that the City Council approve and adopt the Zoning Ordinance Amendment, Case No. PZTA25-001, as set forth on Exhibit A. Exhibit A is attached hereto and incorporated herein by this reference.

**PASSED, APPROVED AND ADOPTED** this 17th day of November, 2025.

Kathleen Dale

Kathleen Dale, Chair
Planning Commission
City of Banning

ATTEST:

Sandra Calderon

Sandra Calderon, Recording Secretary
Planning Commission
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Robert L. Patterson

Robert L. Patterson, Assistant City Attorney
Slovak, Baron, Empey, Murphy & Pinkney, LLP

**CERTIFICATION:**

I, Sandra Calderon, Recording Secretary for the City of Banning Planning Commission, do hereby certify that the foregoing Resolution 2025-017, was duly adopted by the Planning Commission of the City of Banning, California, at a meeting thereof held on the 17th day of November 2025 by the following vote, to wit:

AYES: Castorena, Dale, Marshall, Phelps, Rodriguez

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Recording Secretary
Planning Commission
City of Banning, California

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Mark Staples, Planning Manager** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-03, Approving a Tentative Tract Map Application (Case No. TTM 39259/PTM25-0004), submitted by Tri Pointe Homes to Subdivide 15 Parcels Totaling 160.02 Acres into 544 Single-Family Residential Lots and 36 Condominium Lots (for 248 Duplex Condominium Units) Located at the Northwest Corner of Highland Home Road and the Southern California Edison Corridor.** |

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**RECOMMENDATION:**

Adopt Resolution 2026-03

**BACKGROUND:**

Project Applicant: Michael Heishman, Tri Pointe Homes

1250 Corona Pointe Court, Ste 600

Corona, CA 92879

Property Owner: Tri Pointe Homes IE-SD Inc.

177 E Colorado Blvd, Ste 500

Pasadena, CA 91105

**Planning Commission Recommendation:**

At the duly noticed public hearing on December 3, 2025, the Planning Commission considered the subject Tentative Tract Map application, Case No. TTM39259 (PTM25-0004). After receiving the staff presentation, reviewing the project materials, and taking public testimony, the Planning Commission voted 2-1 to adopt Resolution 2025-12, recommending that the City Council approve Case No. TTM39259 (PTM25-0004), subject to the conditions of approval contained in Exhibit A.

**Project Summary:**

This is a request to allow the subdivision of fifteen (15) vacant parcels totaling 160.02 acres, into 544 single-family residential lots and 36 condominium lots, including a 1.03-acre Park area, a 5.62-acre Park area, and passive open space/park areas utilized as drainage basins. The single-family residential lots and condominium lots meet the minimum lot size, density, and other development standards of the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield

Specific Plan (Atwell).

The subdivision across all Planning Areas will include internal local street access, utility extensions and connections, and flood control drainage improvements are designed in accordance with City standards. The Park areas and open space lots will be privately maintained and used for recreation and stormwater retention. Other public improvements include the construction of full-width street improvements with curb gutter and sidewalk, which are required as part of the final map and improvement plan submittal process.

**Applications Filed:**

Tentative Tract Map application, TTM39259 (PTM25-0004) for the subdivision of 160.02 acres into 544 single-family residential lots and 36 condominium lots, two lettered lots for park use, and two lettered lots along the SCE corridor for open space and stormwater retention purposes. The City Council shall review the Tentative Tract Map application for conformance with Section 66474 of the Subdivision Map Act and Banning Municipal Code Title 16.

**Related Actions:**

The Planning Commission approved a Design Review, at their December 3, 2025, meeting, to allow the construction of 248 duplex condominium units in Planning Area 49A, a 20.75 acre portion of TTM39259, with the landscape design for the Park area in Planning Area 31, along with the front yard and perimeter landscape design for PA 49A, and backbone landscaping along Highland Home Road and Ironwood Way.

**DESCRIPTION:**

**Existing Conditions:**

The 160.02-acre vacant site is an undeveloped group of parcels, previously disturbed from regular weed control. The surrounding properties are all vacant land within the Butterfield Specific Plan, with land uses including LDR and MDR land use districts and Park areas with open space buffers to the north and west. The Southern California Edison transmission line corridor aligns east-to-west along the southern edge of the project area. A list of the project Planning Areas, land use districts, acreage, surrounding land uses, and development standards are below.

*Tentative Tract Map No. 39259 – Planning Areas:*

| Planning Area | Land Use District | Acres | Gross Density | Min Lot Size | Total Lots/Units |
|---|---|---|---|---|---|
| 46 | LDR | 28.76 | 4.6 | 5,500 sf | 132 |
| 47A | LDR | 13.42 | 5.0 | 5,000 sf | 67 |
| 47C | MDR | 20.77 | 8.6 | 2,600 sf | 178 |
| 48A | MDR | 14.27 | 5.0 | 4,500 sf | 71 |
| 49A | MDR | 20.75 | 11.9 | 1,800 sf | 36 lots/<br>248 condos |
| 49B | LDR | 7.12 | 4.4 | 5,000 sf | 31 |
| 53 | MDR | 11.66 | 4.7 | 4,500 sf | 65 |
| 31 | Park | 1.03 | | | |
| 63A | Park | 5.62 | | | |

| *Surrounding Property* | *Existing Land Use Per Chapter 17* | *Existing Butterfield Specific Plan Land Use Designation* |
|---|---|---|
| Subject Property | Vacant | Low Density Residential<br>Medium Density Residential |
| North | Vacant | Low Density Residential<br>Medium Density Residential<br>Open Space - Parks |
| South | Vacant – SCE Easement<br>Atwell Phase 2B Under Construction | Low Density Residential |
| East | Vacant<br>Planning Area 50A & 51 (TM39262) | Low Density Residential<br>Medium Density Residential |
| West | Vacant<br>Phase 3A Future Atwell Development | Medium Density Residential<br>Low Density Residential |

**Project Compliance with Standards:**

*Pursuant to the Butterfield Specific Plan, the following development standards apply:*

| ***Butterfield SP Development Standards*** | ***Low Density Residential***<br>***PA 46 & 48A*** | ***Medium Density Residential***<br>***PA 47A, 47C, 49B, & 53*** | ***Medium Density Residential***<br>***PA 49A*** |
|---|---|---|---|
| Max. Density (Units/Ac.) | 5 du/ac | 10 du/ac | 12 du/ac |
| Min. Lot Size | 5,000 | 3,500 | 1,800 |
| Min. Lot Width (Feet) | | | |
| Interior | 46 | 35 | 30 |
| Corner | 51 | 43 | 60 |
| Min. Lot Frontage (Feet) | 20 | 20 | -- |
| Min. Front Setbacks (Feet) | | | |
| · Porch | 10 | 10 | 3 |
| · Living | 10 | 10 | 3 |
| · Front Facing Garage | 20 | 20 | 3 |
| · Swing-In Garage | 10 | 5 | -- |
| · Living Over Garage | -- | -- | 1 |

| | | | |
|---|---|---|---|
| Min. Side Yard Setbacks (Feet)<br>· Porch<br>· Living<br>· Street Side Living to Sidewalk<br>· Street Site Porch to Sidewalk | 5<br>10<br>--<br>-- | 5<br>10<br>--<br>-- | --<br>--<br>10<br>5 |
| Min. Rear Yard Setbacks (Feet)<br>· Living<br>· Garage/Patio<br>· Living Over Garage | 15<br>5<br>10 | 10<br>5<br>10 | 5<br>5<br>-- |
| Max. Building Height | 35 Feet | 35 Feet | 45 Feet |
| Lot Coverage | 50% two-story<br>70% one-story | 70% | -- |
| Parking<br>· Resident<br>· Guest | 2/unit/garage<br>driveway/street | 2/unit/garage<br>driveway/street | 2/unit/garage<br>0.33/unit |

**Tentative Tract Map**

The proposed subdivision site was created by Tract Map No. 35967, a subdivision of 1,528 acres of the northern portion of the Butterfield Specific Plan, which created the current layout of the Butterfield Specific Plan's 47 Planning Areas, including parks and open space. This proposed subdivision design establishes an internal local street network extending from the northern extension of Highland Home Road, and a new east-west street, Ironwood Way (F Street), providing access to the residential and park areas. Planning Areas 49A, 49B, and 53 will have primary access off Highland Home Road with secondary access off of Ironwood Way. Planning Areas 46, 47A, 47C, and 48A will have their primary access off of Ironwood Way; Planning Area 47C will have internal streets connecting to 49A; Planning Area 48A will have internal street connections to 49B; Planning 47A will have internal street connections to 48A; with Planning Area 46 only having access to Ironwood Way.

As listed in the tables above, the single-family residential lot size minimums of 5,000 sq. ft. consistent with Table 5-2 of the Low Density Residential (LDR) and lot size minimums ranging from 1,800 s.f. to 3,500 s.f. consistent with Table 5-5 of the Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan.

The Public Works and Fire Departments have conditioned the project to ensure adequate access to each Planning Area is provided prior to building permit or occupancy for the subsequent homes. Ironwood Way bisects the Planning Areas east-west providing secondary access to Highland Springs Ave. Utilities and storm drain improvements will be constructed within the dedicated right of way.

The subdivision also includes future open space and park lots along the edges of the tract to the north and west that will serve initially as stormwater flood control basins. These basins will be interconnected southward to the Southern California Edison (SCE) corridor and then further south to the open

space/flood control network being established in the developed section of the Butterfield Specific Plan areas south of the SCE corridor. These lots will be designed to retain and manage on-site drainage in compliance with City stormwater standards.

**Mass and Scale:**

No homes are proposed at this time on LDR or MDR sites in Planning Areas 46, 47A, 47C, 48A, 49B, or 53. The subdivision will establish lots that are consistent in size and pattern as those south of the SCE corridor in other Atwell neighborhoods. Any future home construction will require separate Design Review approval prior to building permit issuance to ensure compatibility with Butterfield Specific Plan guidelines, surrounding Atwell developed areas, and compliance with LDR and MDR standards.

The Planning Commission approved PDR25-0008, allowing Tri Pointe Homes to increase the density in Planning Area 49A and future Planning Areas from a maximum of 10 du/ac to 12 du/ac, allowing 248 duplex condominium units to be built. Under the prior MDR standards, the project could have built up to 207 units, resulting in an increase of 41 total units.

The Pardee Homes 2017 settlement agreement and amended Butterfield Specific Plan reduced the overall output of residential units from 5,387 to 4,862 units. Tri Pointe Homes has provided a Land Use Summary table that lists all past, current and future Planning Area's development output to help track compliance with the maximum overall unit count. Calculating Planning Area 49A's density increased to 12 du/ac, the Atwell/Butterfield Specific Plan is on pace for producing just 4,456 units. The SP development area has sufficient capacity for an additional 406 residential units across the remaining Planning Areas. Furthermore, the increased density and change in housing product (two-story attached) will provide more varied housing options in Banning.

**Buffers and Open Space:**

The subdivision benefits from existing and new open space and park buffers. The SCE corridor to the south provides a 430-foot-wide open space buffer to the current southern phases of Tri Pointe Homes' Atwell development. The initial TM35967 subdivision created open spaces west of Planning Areas 46 and 47A and north of 47A, 48A, and 49B planned as drainage control areas around the tract. Park Planning Area 31A is planned to serve the condominium area of 49A and small single-family lots of the MDR subdivision of 47C. Park Planning Area 63A is a regional park area for the area.

**Grading and Topography:**

The project site is generally flat with a gentle north to south downhill grade and minor contour variations. The project will involve mass grading for each of the Planning Areas, Park areas, and open spaces to form the drainage basins and flood control areas. All graded areas within the tract and along the perimeter will be designed to manage stormwater runoff, including basins to the norther to protect the future residential lots and within the tract to direct runoff southward across the SCE easement.

**JUSTIFICATION:**

**FINDINGS:**

**Tentative Tract Map:**

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 39259 (PTM25-0004) below:

Finding A: *The proposed Tentative Tract Map is consistent with the General Plan*.

Finding of Fact: The General Plan designates the site as the Butterfield Specific Plan with Low Density

Residential (0–5 du/ac) and two Medium Density Residential (MDR) land use districts. The proposed subdivision of 160.02 acres into 544 single-family lots meets the minimum lot size of the LDR and MDR land use districts and maintains a density within the Specific Plan range. Planning Area 49A is proposed to increase density to 12 du/ac with attached condominium units on 1,800 condo lots. The designs of the single-family and condominium units are compatible with surrounding neighborhoods and further the Specific Plan's policies on neighborhood character and land use compatibility.

Finding B: *The design and improvements of the proposed Tentative Tract Map is consistent with the zoning district in which the property is located*.

Finding of Fact: The project meets LDR and MDR land use district development standards consistent with Section 5.0 of the Butterfield Specific Plan and meeting all Public Works development standards providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: *The site is physically suited for this type of development*.

Finding of Fact: The Final Map of TM35967, approved by the City Council and recorded in 2020, established the current master planned layout of the northern half of the Butterfield Specific Plan. The 160.02-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into 544 single-family, 36 condominium lots for 248 condo units, with parks and open space, that will be graded and developed to be compatible in size to other surrounding properties of the Butterfield Specific Plan.

Finding D: *The subject site is physically suitable for the proposed density of development*.

Finding of Fact: The proposed density complies with the LDR (0-05 du/ac) and MDR (0-10 du/ac and 0-12 du/ac) designations and the proposed lots and total dwelling units do not exceed the total planned units of 4,862 units per the 2017 amendment to the Butterfield Specific Plan.

Finding E: *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat*.

Finding of Fact: The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) and the proposed project meets or exceeds all development standards, and no further analysis or environmental action is required.

Finding F: *The design of the subdivision or type of improvements is not likely to cause serious public health problems*.

Finding of Fact: The subdivision design of the seven (7) Planning Areas, two (2) park areas, and future home construction will comply with all applicable City codes, California Building Code requirements, and adopted development and public improvement standards for stormwater management, street improvements, and safety.

Finding G: *The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision*.

Finding of Fact: The proposed subdivision will submit for a Final Map review with the Public Works Department, which will ensure that all private lots have access, streets are dedicated, utility easements are located, and any emergency access points are delineated and recorded with the Final Map, ensuring emergency and resident access without impacting surrounding neighborhood.

**ENVIRONMENTAL DETERMINATION:**

The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental action is required. The project is subject to the adopted Mitigation Monitoring and Reporting Program of the Butterfield Specific Plan EIR Addendum found here https://banningca.gov/Archive.aspx?AMID=57&Type=&ADID= and attached to this staff report. A Notice of Determination has been prepared for the project.

**PUBLIC COMMUNICATION:**

A public hearing notice for Tentative Tract Map No. 39259 (PTM25-0004) was advertised in the Record Gazette newspaper, December 26, 2025. The public hearing notice for the project was mailed to all property owners within 300 feet of the project sites on January 2, 2026, notifying the public that the subject application would be considered by the City Council at the regular meeting on January 13, 2026. As of the date of this report, staff have not received any written comments for or against the Project.

**FISCAL IMPACT:**

Approval of Tentative Tract Map No. 39259 (PTM25-0004) will not result in a direct fiscal impact on the City's General Fund. The applicant is responsible for all costs associated with the subdivision, including design, construction, and installation of required public improvements. Processing costs have been recovered through application fees. Future development of the site will generate property tax revenue and development impact fees, which will offset the cost of municipal services to the new residential lots.

**ALTERNATIVES:**

1. Adopt Resolution 2026-03 with Modifications. Approve the Tentative Tract Map but direct staff to modify or add conditions of approval as determined by the City Council.
2. Continue the Public Hearing. Continue the item to a date certain or a future meeting to allow time for additional information, analysis, or project modifications.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. PTM25-0004_TM39259_CC_Resolution_2026-03.pdf
2. PTM25-0004 TM39259 CC ExA COA 1-13-26.pdf
3. PTM25-0004 TM39259 Vicinity Map.pdf
4. PTM25-0004 TM39259 COMP SITE PLAN.pdf
5. PTM25-0004 TM39259 Project Plans.pdf
6. Butterfield SP - Mitigation Monitoring and Reporting Program and Addendum.pdf
7. PTM25-0004 TM39259 NOD 1-13-26.pdf
8. PTM25-0004 TM39259 PHN Affidavit.pdf
9. PC Minutes_DRAFT_Dec 3 2025.pdf

**RESOLUTION 2026-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 39259 (PTM25-0004), A PROPOSAL TO SUBDIVIDE 160.02-ACRES OF LAND ACROSS NINE (9) PLANNING AREAS, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, 63A, IN THE LOW DENSITY RESIDENTIAL (LDR) AND MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DISTRICTS OF THE BUTTERFIELD SPECIFIC PLAN INTO 544 SINGLE-FAMILY RESIDENTIAL LOTS AND 36 CONDOMINIUM LOTS, A 1.03-ACRE PARK AND A 5.62-ACRE PARK AT THE NORTHWEST CORNER OF HIGHLAND HOME ROAD AND THE SOUTHERN CALIFORNIA EDISON CORRIDOR (APN 408-580-027, -032, -033, -034, -035, -036, -039, -040, -041, -042, -045, -047, -050, -051, -052, -064)**

**WHEREAS**, Tri Pointe Homes ("Applicant" and "Owner"), has applied for Tentative Tract Map No. 39259, Case No. PTM25-0004, to allow for the subdivision of 160.02 acres (APN 408-580-027, -032, -033, -034, -035, -036, -039, -040, -041, -042, -045, -047, -050, -051, -052, -064) of land across nine (9) Planning Areas, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, and 63, in the Low Density Residential (LDR) and Medium Density Residential (MDR) of the Butterfield Specific Plan (Atwell) into 544 single-family residential lots and 36 condominium lots, including a 1.03-acre lots for a Park, a 5.62-acre lot for a Park, with perimeter Planning Areas utilized for drainage basins and stormwater control to the open space area along the Southern California Edison (SCE) corridor to the south; and

**WHEREAS,** the Planning Commission has the authority, pursuant to the Subdivision Map Act (Government Code Section 66410 et seq.), Title 16 (Subdivisions) of the Banning Municipal Code, to make a recommendation to the City Council on Tentative Tract Map applications; and

**WHEREAS**, on December 3, 2025, continued from the November 17, 2025, special meeting, the Planning Commission held a duly noticed public hearing on Tentative Tract Map No. 39259, received a staff report, public testimony, and project materials, and voted 2-1 to adopt Resolution 2025-12 recommending the City Council approve the Tentative Tract Map subject to conditions of approval; and

**WHEREAS,** a public notice for the January 13, 2026, City Council meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

**WHEREAS,** the City Council has reviewed the staff report, Planning Commission recommendation, environmental documentation, proposed tentative tract map, supporting materials, and public testimony and finds the project in conformance with the requirements of the Subdivision Map Act, the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

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

**SECTION 1. ENVIRONEMNTAL DETERMINATION**

The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in

compliance with a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental action is required. A Notice of Determination has been prepared for the project.

**SECTION 2. REQUIRED FINDINGS FOR TENTATIVE TRACT MAP NO. 39259 (PTM25-0004)**

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 39259 (PTM25-0004) below:

Finding A: *The proposed Tentative Tract Map is consistent with the General Plan*.
Finding of Fact: The General Plan designates the site as the Butterfield Specific Plan with Low Density Residential (0–5 du/ac) and two Medium Density Residential (MDR) land use districts. The proposed subdivision of 160.02 acres into 544 single-family lots meets the minimum lot size of the LDR and MDR land use districts and maintains a density within the Specific Plan range. Planning Area 49A is proposed to increase density to 12 du/ac with attached condominium units on 1,800 condo lots. The designs of the single-family and condominium units are compatible with surrounding neighborhoods and further the Specific Plan's policies on neighborhood character and land use compatibility.

Finding B: *The design and improvements of the proposed Tentative Tract Map is consistent with the zoning district in which the property is located*.
Finding of Fact: The project meets LDR and MDR land use district development standards consistent with Section 5.0 of the Butterfield Specific Plan and meeting all Public Works development standards providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: *The site is physically suited for this type of development*.
Finding of Fact: The Final Map of TM35967, approved by the City Council and recorded in 2020, established the current master planned layout of the northern half of the Butterfield Specific Plan. The 160.02-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into 544 single-family, 36 condominium lots for 248 condo units, with parks and open space, that will be graded and developed to be compatible in size to other surrounding properties of the Butterfield Specific Plan.

Finding D: *The subject site is physically suitable for the proposed density of development*.
Finding of Fact: The proposed density complies with the LDR (0-05 du/ac) and MDR (0-10 du/ac and 0-12 du/ac) designations and the proposed lots and total dwelling units do not exceed the total planned units of 4,862 units per the 2017 amendment to the Butterfield Specific Plan.

Finding E: *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat*.
Finding of Fact: The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) and the proposed project meets or exceeds all development standards, and no further analysis or environmental action is required.

Finding F: *The design of the subdivision or type of improvements is not likely to cause serious public health problems*.
Finding of Fact: The subdivision design of the seven (7) Planning Areas, two (2) park areas, and future home construction will comply with all applicable City codes, California Building Code requirements, and adopted development and public improvement standards for stormwater management, street improvements, and safety.

Finding G: *The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision*.
Finding of Fact: The proposed subdivision will submit for a Final Map review with the Public Works Department, which will ensure that all private lots have access, streets are dedicated, utility easements are located, and any emergency access points are delineated and recorded with the Final Map, ensuring emergency and resident access without impacting surrounding neighborhood.

**SECTION 3. APPROVAL**

The City Council hereby approves Tentative Tract Map No. 39259 (PTM25-0004), subject to the Conditions of Approval attached hereto as Exhibit A.

**SECTION 4. CERTIFICATION**

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

**PASSED, APPROVED AND ADOPTED** this 13th day of January, 2026.

Richard Royce, 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 2025-03, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**
Conditions of Approval

# City of Banning

## Community Development Department
## Conditions of Approval

PROJECT: Tentative Tract Map No. 39259 – PTM25-0004
SUBJECT: Conditions of Approval (City Council Resolution 2026-03)
APPLICANT: Tri Pointe Homes
LOCATION: Northwest corner of Highland Home Road and Southern California Edison (SCE) Corridor - APNs: 408-580-027, -032, -033, -034, -035, -036, 039, -040, -041, -042, -045, -047, -050, -051, -052, -064

**EXHIBIT A**

**To City Council Resolution 2026-03**

***All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

**Community Development**

*The Department of Community Development provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Planning Division at (951) 922-3125 for compliance with the following conditions.*

**Planning Division**

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PLN.General.01 | The project shall always comply with all federal, state, County and City laws, codes, regulations, and standards. | Informational | |
| PLN.General.02 | The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project, whether such actions are brought | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act, Code of Civil Procedure Sections 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction.<br><br>It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action. | | |
| PLN.General.03 | The City and Developer are parties to a Development Agreement, recorded on July 17, 2012, as document number 2012-0332888 ("DA"). In the event of any direct inconsistency or conflict between these Conditions of Approval and the DA, the DA shall control. The Developer shall indemnify the City as described in the DA. | Informational | |
| PLN.General.04 | Approval of this entitlement shall not waive compliance with any sections of the CA Government Code, Banning Municipal Code (BMC), or other applicable City ordinances, in effect at the time of building permit issuance. | Informational | |
| PLN.General.05 | The Project permitted under PTM25-0004 (TM39259) shall run with the term of the DA and shall commence operation within two (2) years from the date of this approval. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant an extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Tentative Tract Map complies with all current provisions of BMC Title 16 and Subdivision Map Act. | Informational | |
| PLN.General.06 | Unless approved otherwise by City, the developer shall comply with all applicable conditions of City Council Ordinance No. 1450 approving the Butterfield Specific Plan and conditions of City Council Resolution No. 2017-07 approving Minor Modifications to the Butterfield Specific Plan. | Informational | |
| PLN.General.07 | All mitigation measures required by the Butterfield Specific Plan Environmental Impact Report Mitigation Monitoring and Reporting Program (MMRP), as modified pursuant to the approved Addendum, and conditions of the project's Settlement Agreement shall be implemented if those measures/conditions relate to this phase or part of the | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | development or are required to be satisfied in connection with this phase or part of the development. | | |
| PLN.General.08 | A copy of the signed Resolution of Approval or Community Development Director's letter of approval, along with all conditions of approval and any applicable mitigation measures imposed on Tentative Tract Map No.39259, PTM25-0004, shall be reproduced in legible form on all grading, building, construction, improvement, landscape, and irrigation plans submitted for review and approval as required by the reviewing department. | Informational | |
| PLN.General.09 | Prior to any occupancy/use of the Project site, or business activity being commenced thereon, the applicant shall complete these conditions of approval to the satisfaction of the Community Development Director. | Informational | |
| PLN.General.10 | The subject property shall be operated and maintained in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable regulations within the BMC. | Informational | |
| PLN.General.11 | The Applicant shall submit a perimeter landscape plan for review and approval by the Community Development Department. Landscaping shall be used to soften the visual impact of fencing and integrate the project with surrounding properties, consistent with Amended Butterfield Specific Plan.<br>All required landscaping shall be installed prior to final occupancy of the last dwelling unit within TM39259. | Submit Plans Prior to Issuance of Building Permits<br>Installation Prior to Last Occupancy | |
| PLN.General.12 | The Applicant shall submit a detailed perimeter fencing plan for review and approval by the Community Development Department. Fencing shall be designed in a manner that is compatible with adjacent properties and consistent with the Amended Butterfield Specific Plan.<br>All required fencing shall be installed prior to final occupancy of the last dwelling unit within TM39259. | Submit Plans Prior to Issuance of Building Permits<br>Installation Prior to Last Occupancy | |
| PLN.General.13 | All residential and commercial neighborhoods and public facilities shall require Design Review approval by the Community Development Director. | Informational | |
| PLN.TTM.01 | The subdivision shall be developed in substantial conformance with the approved Tentative Tract Map, the associated exhibits, and these Conditions of Approval. | Informational | |
| PLN.TTM.02 | All lots shall meet or exceed the minimum lot size, width, depth, and other dimensional requirements of the Banning Municipal Code at the time of Final Map recordation. | Prior to Final Map | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PLN.TTM.03 | Any common open space, entry features, or landscape areas shown on the Tentative Map shall be landscaped per an approved plan prior to final occupancy of the last dwelling unit within TM39259. | Prior to Occupancy | |
| PLN.TTM.04 | If common areas, open space, or private streets are proposed, the applicant shall establish a Homeowners' Association (HOA) or other mechanism acceptable to the City to ensure ongoing maintenance. | Informational | |
| PLN.TTM.05 | Covenants, Conditions, and Restrictions (CC&Rs) Supplemental Declarations shall be submitted to the Planning Department for review to ensure they address maintenance of any common areas, landscaping, and private improvements. | Informational | |
| PLN.TTM.06 | The applicant shall coordinate with the Community Development Department for the addressing of all lots prior to recordation of the Final Map. | Prior to Final Map | |
| PLN.TTM.07 | Prior to approval of the Final Map, all conditions requiring the provision or proposed project facilities and subdivision improvements for the area covered by the Tentative Map must be satisfied either through performance or through the provision of suitable security prior to recordation of the Final Map. | Prior to Final Map | |
| PLN.TTM.08 | Prior to commencement of development within the tract, the Developer shall provide a written Phasing Plan specifying when the lots within the subdivision will be developed and when all appropriate public infrastructure within the subdivision will be constructed. | Prior to Issuance of Building Permits | |

### Office of the Fire Marshal

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| Fire.01 | BLUE DOT REFLECTORS- Blue retro-reflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Banning Office of the Fire Marshal. | Informational | |
| Fire.02 | FIRE PROTECTION WATER SUPPLES/HYDRANTS - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the CFC Appendix C. Fire hydrants shall be located no more than 600 feet from all portions of the exterior of the building along an approved route from a fire apparatus access road. Where new water mains are extended along streets and hydrants are not needed for protection | Informational | |

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| | of structures, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along streets for transportation hazards. The size and number of outlets required for the approved fire hydrants are 4" x 2 ½". Final fire hydrant locations shall be determined during the fire water plan review by Banning Office of the Fire Marshal and Public Works. Hydrant spacing shall be whichever is more restrictive, Fire or Public Works. Reference CFC as amended. | | |
| Fire.03 | POTENTIAL FIRE FLOW- Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to the Fire Department to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow. Reference CFC as amended. | Informational | |
| Fire.04 | Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official. Reference CFC as amended. | Informational | |
| Fire.05 | Fire Department Access Turn Around – On-parcel dead-end fire apparatus access roads exceeding 150 feet in length shall provide a bulb turnaround at the terminus measuring a minimum as prescribed in the specific plan In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the "T" dimension is 120 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal and/or Riverside County Fire Department Policies and Standards. | Informational | |
| Fire.06 | Fire and Life Safety Requirements - Final fire and life safety conditions will be addressed when the Fire Department reviews any subsequent submittals. These conditions will be based on California Fire Code (CFC), California Building Code (CBC), and related codes/standards adopted and amended at the time of construction plan submittal. | Informational | |
| Fire.07 | Materials and Construction Methods for Exterior Wildfire Exposure - Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and High Fire Hazard Severity Zones shall comply with Chapter 3, R337 of the California Residential Code and California Code of Regulations Title 14 Fire Safety Regulations. Reference CFC as amended. | Informational | |
| Fire.08 | The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, | Prior to Final Map Recordation | |

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| | location, spacing and minimum fire flow. Once plans are signed by local water company, the originals shall be presented to the Fire Department for signature. | | |
| Fire.09 | SECONDARY ACCESS - Unless otherwise approved by the Fire Department, dead end fire apparatus access roads shall not exceed (660 feet for Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zone areas. 800 feet for Moderate Fire Hazard Severity Zone) 1,320 feet. Secondary egress/access fire apparatus access roads shall provide independent egress/access from/to the area or as otherwise approved by the Fire Department. Secondary egress/access fire apparatus access roads shall be as remote as practical from the primary fire apparatus access road to reduce the possibility that both routes will be obstructed by a single emergency. Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access may be required by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards | Prior to Final Map Recordation | |
| Fire.10 | Fire Department Access - Fire apparatus access roads shall be provided within 150 feet of all exterior portions of buildings, unless otherwise approved by the Fire Department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road shall be as prescribed in the specific plan. . Additional turnaround designs may be acceptable as approved by the Fire Department The construction of the fire apparatus access roads shall be all weather and capable of sustaining 80,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 14 percent, and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards.<br>a. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Banning Office of the Fire Marshal/Riverside County Fire Department Standards. | Prior to Final Map Recordation | |
| Fire.11 | Phased Construction Access and Water Supply: If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Reference CFC as amended. | Prior to Final Map Recordation | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| Fire.12 | HAZARDOUS VEGETATION AND FUEL MANAGEMENT - Projects in the Local Responsibility Area, Very High and High Fire Hazard Severity Zone shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. A preliminary plan shall be approved by the Fire Department prior to any new parcel map recordation Reference CFC as amended. | Prior to Final Map Recordation | |
| Fire.13 | MAP- HFA REVIEW – Final Hazardous vegetation and fuel management plans shall be submitted and approved by the Fire Department to review and approve building setbacks, water and access for new single-family dwellings that are in a hazardous fire area. | Prior to Issuance of Grading Permit | |
| Fire.14 | TRACT WATER VERIFICATION – An approved temporary or final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to any combustible building material placed on an individual lot. Contact the Banning Office of the Fire Marshal to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved temporary or final water plans must be at the job site. Fire will allow models and production with no secondary access. First production Certificate of Occupancy will require secondary access to be completed. | Prior to Building Permit Issuance | |
| Fire.15 | Projects in the Local Responsibility Area Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zones shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. | Prior to Building Permit Issuance | |
| Fire.16 | SECONDARY/ALTERNATE ACCESS- In the interest of Public Safety, the project shall provide An Alternate or Secondary Access(s). Said Alternate or Secondary Access(s) shall have concurrence and approval of both the Public Works Department and the Banning Office of the Fire Marshal/Riverside County Fire Department. Alternate and/or Secondary Access(s) shall be approved, constructed, useable, and inspected per approved plans prior to the issuance of the first structure permit. Fire will allow models and production with no secondary access. First production Certificate of Occupancy will require secondary access to be completed. | Prior to Building Permit Issuance | |
| Fire.17 | Fire Maps will come into effect July 22, 2025, therefore structures in those areas will be required to comply with Chapter 3377A requirements. | Prior to Building Permit Issuance | |
| Fire.18 | WATER VERIFICATION – The approved final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to first certificate of occupancy. Contact the Banning Office of the | Prior to first Building Certificate of Occupancy | |

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| | Fire Marshal to inspect the required fire flow. Approved water plans must be at the job site. | | |
| Fire.19 | VERIFICATION INSPECTION- Prior to Certificate of Occupancy, Developer shall contact the Banning office of the Fire Marshal to schedule an inspection for items that were shown at building permit issuance (ie Access, Addressing, Water System and/or Fuel Modification). | Prior to Final Inspection | |
| Fire.20 | RESIDENTIAL FIRE SPRINKLER - Residential fire sprinklers are required in all one and two family dwellings per the California Residential code, California Building Code and the California Fire Code. Plans must be submitted to the Fire Dept. for review and approval prior to installation. | Prior to Final Inspection | |

**Banning Electric Utility**

*The Department of Banning Electric Utility provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Banning Electric Division at (951) 922-3160 for compliance with the following conditions.*

**Electric Engineering Division**

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| BEU.ENG.01 | The City of Banning Electric Utility (Utility) will require adequate easements needed to service the project. Easements may be needed on all neighborhood entrance streets and areas along the perimeter and interior City Utility Facilities, School sites, and Parks for vaults, conduits, streetlights and pad mounted transformers and switches depending on the use of each site. | Informational | |
| BEU.ENG.02 | The developer will be required to install underground conduits, vaults, and pad-mounted equipment from the Utility's Sunset Substation throughout the development for electrical distribution. Coordination with the Utility will be required to identify the location of existing conduits near the substation. | Informational | |
| BEU.ENG.03 | Easements will be required for Local Streets to serve residential lots and street lighting. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | include the installation of electric distribution facilities within all common areas. | | |
| BEU.ENG.04 | The developer shall be responsible for facilitating any easement agreements necessary for any overhead/underground electrical infrastructure placed either temporary or permanently. | Informational | |
| BEU.ENG.05 | All streetlights to be installed on the major thoroughfares, arterial streets, and local streets are assumed to be publicly owned and maintained by the Utility. | Informational | |
| BEU.ENG.06 | Prior to constructing the Utility's electric distribution system, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the Utility. It will also be required that the developer follows the Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project. | Informational | |
| BEU.ENG.07 | The Developer shall execute an agreement with the Utility providing for the installation, construction, improvement and dedication of the utility system following recordation of final map. | Informational | |

**Public Works Department**

*The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.*

***General Conditions***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.General.01 | The subject property shall substantially conform to the approved PTM25-0004, TM 39259. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.General.02 | Revisions to the approved TM 39259 during plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC). | Informational | |
| PW.General.03 | All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval. | Informational | |
| PW.General.04 | The applicant shall comply with the approved site plan, the preliminary grading plan, the preliminary WQMP (pWQMP), preliminary Drainage Study, and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision. | Informational | |
| PW.General.05 | An Encroachment Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class "A" State Contractor's License, City of Banning Business License, and Liability Insurance. | Informational | |
| PW.General.06 | The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable. | Informational | |
| PW.General.07 | Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act) | Informational | |
| PW.General.08 | All future utility systems including electric, telephone, water, sewer, and cable TV, except for temporary utility systems as defined under the development agreement shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.General.09 | Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative. | Informational | |
| PW.General.10 | All weather vehicular access shall be maintained at all times to all parts of the proposed subdivision, where construction work is in progress, for emergency vehicles. | Informational | |
| PW.General.11 | All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant. | Informational | |
| PW.General.12 | Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings in electronic form or on Mylar film of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the “As-Built” conditions | Informational | |

### *Plans and Clearances*

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| The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24”x36” sized paper. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors). Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation. |
| All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval. |

# City of Banning

## Community Development Department
## Conditions of Approval

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| The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer. |
| The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices. |
| All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions. |
| An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area. |
| All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates. |

| Permit Type | Plan Set | Scale | Notes |
|---|---|---|---|
| Grading | Mass Grading Plan | 1" = 100' | |
| | Rough Grading Plan | 1" = 40' | |
| | Precise Grading Plan | 1" = 20' | |
| | Borrow Pan | 1" = 40' | If applicable |
| | Stockpile Plan | 1" = 40' | If applicable |
| | | | |
| | Retaining Walls | 1" = 40' | May be included with any grading plan |
| | Haul Route | 1" = 100' | May be included with any grading plan |
| | Clearing Plan | 1" = 100' | May be included with any grading plan |
| | Demolition Plan | 1" = 100' | May be included with any grading plan |
| | Erosion and Sediment Control | 1" = 40' | Shall be included with any grading plan |
| | | | |
| Improvement Plans | Street Improvement Plan | 1" = 40' Horiz/<br>1" = 4' Vertical | May be included with any grading plan |
| | Signing and Striping Plan | 1" = 40' | May be included with any grading plan |
| | Traffic Signal Plan | 1" = 40' | Shall be included with any grading plan |
| | Traffic Control Plan | 1" = 40' | May be included with any grading plan |
| | Storm Drain Improvement Plan | 1" = 40' Horiz/<br>1" = 4' Vertical | May be included with any grading plan |

# City of Banning

## Community Development Department
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| Permit Type | Plan Set | Scale | Notes |
|---|---|---|---|
| | Channel Improvement Plan | 1" = 40' Horiz/<br>1" = 4' Vertical | Shall be included with any grading plan |
| | Potable Water Plan | 1" = 40' Horiz/<br>1" = 4' Vertical | May be included with any grading plan |
| | Non-Potable Water Plan | 1" = 40' Horiz/<br>1" = 4' Vertical | May be included with any grading plan |
| | Sewer Plan | 1" = 40' Horiz/<br>1" = 4' Vertical | Shall be included with any grading plan |
| | MNZ Reservoir Plans | As directed | May be included with any grading plan |
| | | | |
| Final Maps | Final Map | 1" = 40' | |
| | Easement Dedications | | |
| | Corner Records | | |
| | Records of Survey | | |
| | | | |
| Technical Studies | Geotechnical Report | | |
| | Compaction Report | | |
| | Hydrologic and Hydraulic Report | | |
| | Flood Hazard Report | | |
| | CLOMR/LOMR | | |
| | Water Quality Management Plan (WQMP) | | |
| | Water Supply Verification | | |
| | | | |
| Permits and Agreements | Permission to Grade | | |
| | Construction Agreements | | |
| | BMP Agreement | | |
| | Landscape Maintenance Agreement | | |
| | Subdivision/Improvement Agreement | | |
| | Performance Bonds | | |
| | Labor and Material Bond | | |
| | Maintenance Bond | | |
| | Non-Interference Letter | | |
| | Encroachment Permits | | |
| | | | |
| Certifications | Grading Certifications | | |
| | Pad Certifications | | |

# City of Banning

## Community Development Department
## Conditions of Approval

***Final Map***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Map.01 | The submittal, approval, and recordation of the Final Map TM39259 shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code. | Informational | |
| PW.Map.02 | The Final Map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area. | Informational | |
| PW.Map.03 | Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights may include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements as directed by the City Engineer. All costs associated with acquiring rights-of-way or easements shall be borne by the applicant. | Informational | |
| PW.Map.04 | In the event that the applicant is unsuccessful in acquiring necessary property rights outside the project/development, the City will consider and potentially act on the option to acquire through eminent domain. Permits (or portions of permits) that are not affected by ROW acquisition will not be held up during the property acquisition or eminent domain process. | Informational | |
| PW.Map.05 | During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | when the design vehicle is likely to use outriggers or other means of load stabilization. | | |
| PW.Map.06 | Any public right-of-way or streets to be vacated from public use, pursuant to Street and Highway Codes Sections 8300 through 8363, shall conform to the complete vacation procedure and show specific circulation alternative, where required. All street vacations shall be shown on the final map. | Informational | |
| PW.Map.07 | All public facilities including sewer, water, non-potable water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved tentative map and as required by the City Engineer and/or other agency maintaining public facilities. All easements shall meet minimum width and access requirements as mandated by the City or governing agency. | Informational | |
| PW.Map.08 | Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval. | Informational | |
| PW.Map.09 | A map of the proposed subdivision showing the outline of the streets including street names shall be submitted to the City to update the city atlas map. | Informational | |
| PW.Map.10 | The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer. | Informational | |
| PW.Map.11 | The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | approved easement shall be furnished to the City Engineer. | | |
| PW.Map.12 | The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions. | Prior to Final Map Recordation | |
| PW.Map.13 | The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer. | Prior to Final Map Recordation | |
| PW.Map.14 | The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way. | Prior to Final Map Recordation | |
| PW.Map.15 | The Applicant shall dedicate right-of-way or provide temporary easements beyond either the phased construction and/or tract boundary required to provide utility service, public and/or emergency vehicular ingress and egress access to the nearest paved and publicly maintained street as shown of the Tentative Map. All offers of dedication shall include the corner cut-back at all intersections. | Prior to Final Map Recordation | |
| PW.Map.16 | Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:<br><br>Faithful Performance Bond 100% of estimated cost<br>Labor and Material Bond 100% of estimated cost<br>Monumentation Bond - In the amount as supplied by the Record | Prior to Final Map Recordation | |

| COA # | Condition of Approval | Completion Milestone | Status |
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| | Engineer/Land Surveyor and as approved by the City Engineer<br><br>Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer. | | |
| PW.Map.17 | The City and the applicant are to enter into a Subdivision Improvement Agreement to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans. | Prior to Final Map Recordation | |
| PW.Map.18 | The applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house number system shall be in accordance with Section 12.32 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal. | Prior to Final Map Recordation | |
| PW.Map.19 | The applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for a conceptual fuel modification plan and program, unless the City of Banning Fire Marshall ("Fire Marshall") finds in writing to the City that such plan and program are not required for development of the property within the boundaries of this Final Map. | Prior to Issuance of any Construction Permit | |
| PW.Map.20 | The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside. | Prior to Release of Surety | |
| PW.Map.21 | Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period. | Prior to Release of Surety | |
| PW.Map.22 | The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when:<br>• Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and | Prior to Release of Surety | |

| COA # | Condition of Approval | Completion Milestone | Status |
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| | referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor.<br>• Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project. | | |
| PW.Map.23 | Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond. | Prior to Release of Surety | |

***Grading***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Grade.01 | The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations. | Informational | |
| PW.Grade.02 | Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval. | Informational | |
| PW.Grade.03 | The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant. | Informational | |

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|---|---|---|---|
| PW.Grade.04 | Rough grading plans shall include retaining walls with top of wall and top of footing elevations shown. All footings shall meet minimum Building and Safety department requirements have a minimum of 6"-inch of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department. | Informational | |
| PW.Grade.05 | Impacts to jurisdictional streams, creeks and drainages shall be reviewed and approved by the appropriate regulatory agencies with jurisdiction in this area and will require the appropriate required permits issued. Long term regular maintenance and operation of drainage improvements, such as detention basins, shall be included in the initial regulatory permitting applications. | Informational | |
| PW.Grade.06 | A detailed Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval. | Prior to Recordation of a Final Map | |
| PW.Grade.07 | Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project. | Prior to Issuance of a Grading Permit | |
| PW.Grade.08 | Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns. | Prior to Issuance of a Grading Permit | |
| PW.Grade.09 | Temporary basins shall be designed and constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction. | Prior to Issuance of a Grading Permit | |
| PW.Grade.10 | Within park areas or areas accessible to the public, detention/retention basins will be protected from public entry as required where required by CBC. | Prior to Issuance of a Grading Permit | |
| PW.Grade.11 | A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report. | Prior to Issuance of a Grading Permit | |
| PW.Grade.12 | The applicant shall retain a qualified archeologist, paleontologist, and biologist for observation of grading | Prior to Issuance of a Grading Permit | |

| COA # | Condition of Approval | Completion Milestone | Status |
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| | and excavation activities in accordance with the approved mitigation program. | | |
| PW.Grade.13 | A grading permit shall be obtained from the Public Works Department and in accordance with the project Development Agreement. | Prior to Issuance of a Grading Permit | |
| PW.Grade.14 | For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):<br>• Temporary Soil Stabilization (erosion control).<br>• Temporary Sediment Control.<br>• Wind Erosion Control.<br>• Tracking Control.<br>• Non-Storm Water Management.<br>• Waste Management and Materials Pollution Control.<br>All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City. | Prior to Issuance of a Grading Permit | |
| PW.Grade.15 | Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris. | Prior to Issuance of a Grading Permit | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Grade.16 | The grading plan shall conform with all required mitigation measures identified in the Mitigation Monitoring and Reporting Plan, and obtain clearance from the Planning Department prior to plan approval. | Prior to Issuance of a Grading Permit | |
| PW.Grade.17 | A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any precise grading activity. | Prior to Issuance of a Building Permit | |
| PW.Grade.18 | The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer. | Prior to Issuance of a Building Permit | |
| PW.Grade.19 | The applicant shall provide a Final Grade Certification. The certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall show actual building setbacks, swales, drainage devices, and other items shown in conformance with the approved Precise Grading Plan. | Prior to Certificate of Occupancy | |

***Stormwater/Water Quality***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Storm.01 | The applicant shall comply with Chapter 13.24 “Stormwater Management Systems” of the Banning Municipal Code. | Informational | |
| PW.Storm.02 | The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | criteria is exceeded, additional drainage facilities shall be designed and constructed. | | |
| PW.Storm.03 | The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site detention basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to detain the 100 year 3 hour storm. Detention facilities shall have a maximum draw down time of 72 hours. | Informational | |
| PW.Storm.04 | Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD. | Informational | |
| PW.Storm.05 | If the site is located in a Flood Area as identified in a Flood Insurance Rate Map (most current published date) the applicant is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any increase in flood levels during the occurrence of the base flood discharge. | Informational | |
| PW.Storm.06 | The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Applicant shall provide a copy of the approved FEMA CLOMR with a rough grading application. | Informational | |
| PW.Storm.07 | Prior to issuance of any grading or building permit, the applicant shall install trash filters on newly constructed storm drain systems that are not tributary to any onsite water quality/detention basin in compliance with the Trash Amendment as amended and approved in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. | Informational | |
| PW.Storm.08 | The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in the Final Water Quality Management Plan (WQMP). | Prior to the Recordation of a Final Map | |

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|---|---|---|---|
| PW.Storm.09 | The applicant shall prepare a Final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify if the project meets the criteria of a Priority Development Project and identify project Site Design BMP's and Treatment Control BMP's as applicable. The WQMP shall be reviewed and approved by the City Engineer. | Prior to the Issuance of a Grading Permit | |
| PW.Storm.10 | The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land. | Prior to the Issuance of a Grading Permit | |
| PW.Storm.11 | If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a conditional letter of map revision (CLOMR) shall be processed through FEMA and provided to the City Engineer. | Prior to the Issuance of a Grading Permit | |
| PW.Storm.12 | If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a letter of map revision (LOMR) shall be processed through FEMA and provided to the City Engineer prior to occupancy of affected lots. | Prior to Certificate of Occupancy | |
| PW.Storm.13 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Streets and Traffic***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Street.01 | All street designs shall comply with City of Banning standard drawings where available. If no City standard is available applicant may select standards in the following order:<br>1 - City of Banning Standards<br>2 - Riverside County Standard Drawings<br>3 - 'Greenbook' Standard Drawings<br>4 - Caltrans Standard Drawing<br>5 - Other published standards, subject to approval from the City Engineer. | Informational | |

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| | Any standard drawing other than City of Banning standards shall be included on the improvement plan set as reference. | | |
| PW.Street.02 | All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections. | Informational | |
| PW.Street.03 | Any public improvements within the map boundary damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee. | Informational | |
| PW.Street.04 | Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California. | Informational | |
| PW.Street.05 | Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method. | Informational | |
| PW.Street.06 | Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years. | Informational | |
| PW.Street.07 | Minimum AC Thickness for any roadway shall be 4" AC, completed in at least 2 lifts. For intract roadways, final lift shall be a 0.15-foot cap completed after onsite construction is completed. | Informational | |
| PW.Street.08 | A minimum of 32' of asphalt pavement are required for all new roadways. For LOCAL, COLLECTOR, DIVIDED COLLECTOR, and SECONDARY HIGHWAYS, applicant shall provide additional pavement opposite the street centerline of the project to meet the 32' pavement requirement. | Informational | |
| PW.Street.09 | A minimum width of 20 feet for a paved or all weather emergency access. | Informational | |
| PW.Street.10 | Applicant shall provide horizontal and vertical site distance calculations per Riverside County transportation and Caltrans Standards for review and approval by the City Engineer. Safe horizontal traffic sight distances and vertical curve sight distances shall be maintained regardless of street intersection angles, street grades, landscaping, or the lot configuration shown on the approved tentative tract map, as follows:<br>• All vertical curve sight line design shall be per the Caltrans Design Manual (Figures 201-latest, Topic 405-latest, et al). The vertical curve design speed along with the requisite vertical curve geometric data shall be shown on the improvement-drawing sheet where the curve occurs.<br>• All horizontal curve sight line design shall be per Riverside | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | County Standards (Plates 114, 821, et al). Horizontal curve design speeds along with the related geometric data shall be tabulated on the improvement drawing sheets where the curves occur.<br>• Horizontal and vertical sight distances shall be maintained even if such compliance results in reconfigured lots and/or a reduction in the lot count shown on the approved tentative map. City of Banning Ordinances shall be met while achieving the required safety requirements. | | |
| PW.Street.11 | In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.). | Informational | |
| PW.Street.12 | Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to. | Informational | |
| PW.Street.13 | The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance with City of Banning standard drawings at a scale of 1"=10' or larger if necessary. | Informational | |
| PW.Street.14 | All streets shall have a maximum grade of 15 percent. Wherever feasible street grades should be kept to 12 percent or less. | Informational | |
| PW.Street.15 | Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans. | Informational | |
| PW.Street.16 | Commercial driveway grades shall not exceed eight percent unless approved by the City Engineer. | Informational | |
| PW.Street.17 | Residential driveway grades shall not exceed twelve percent unless approved by the City Engineer. | Informational | |
| PW.Street.18 | Traffic improvements shall adhere to the phasing criteria shown in the approved Traffic Verification Memo. | Informational | |
| PW.Street.19 | Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, reflective pavement markers (including blue raise pavement markers at fire hydrants), and street name signs. | Informational | |
| PW.Street.20 | All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution, telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500. | Informational | |

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|---|---|---|---|
| PW.Street.21 | Applicant shall submit and obtain approval from the City Fire Marshall for the street improvement plans for all public or private access drives or streets. The plans shall include plan view and sectional views and indicate the grade and width of the road measured from flow-line to flow-line. Applicable covenant, conditions or restrictions (CC&R's) or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates, or other modifications within said easement or access road unless prior approval from the Fire Marshall is granted. | Prior to Grading Permit | |
| PW.Street.22 | The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided. | Prior to Recordation of Final Map | |
| PW.Street.23 | Prior to map recordation for any subsequent development phases, detailed phasing plans shall be submitted for review and approval by the Community Development Director and City Engineer. Each phasing plan shall identify construction access, public access and emergency access routes. The City Engineer reserves the right to modify any phasing plan. | Prior to Recordation of Final Map | |
| PW.Street.24 | A Traffic Control Plan shall be submitted for review and approval by the City Engineer. For roadways classified as Secondary Highway or greater, the Traffic Control Plan shall be prepared by a California Registered Traffic Engineer or Civil Engineer experienced in this type of plan preparation. WATCH manual may be used for lower classification roads. | Prior to Encroachment Permit | |
| PW.Street.25 | Applicant shall prepare and process a Street Improvement Plan for approval by the City Engineer. Streets shall be designed in accordance with City Standards and cross sections as shown in the project entitlement documents. | Prior to Encroachment Permit | |
| PW.Street.26 | Street lights shall be depicted on the street improvement plan and submitted for review and approval by the City's Electric Department and City Engineer. Street lights shall be installed in accordance with the approved plans City of Banning Electric Department Standards. A detailed lighting plan shall be submitted for review and approval by the City's Electric Department and City Engineer prior to recordation of Tr 39259. The plan shall indicate style, illumination, location, height and length of mast arm. A photometric study shall be submitted to justify street light locations. | Prior to Encroachment Permit | |
| PW.Street.27 | Applicant shall include the temporary "F" Street alignment with the Street Improvement Plans. With a minimum 32' AC within a 96' easement as shown on the tentative map. | Prior to Certificate of Occupancy | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | Lighting and/or reflective striping/warning shall be included on the interim street to the satisfaction of the City Engineer | | |
| PW.Street.28 | Applicant shall provide any offsite roadways required to comply with Conditions of Approval from other departments, including emergency access. Applicant shall include easements and/or rights of way as necessary to comply with Conditions of Approval. | Prior to Certificate of Occupancy | |
| PW.Street.29 | All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance. | Prior to Certificate of Occupancy | |
| PW.Street.30 | All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or other governing agency to the satisfaction of the City Engineer or their designee. | Prior to Certificate of Occupancy | |
| PW.Street.31 | Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer. | Prior to Certificate of Occupancy | |
| PW.Street.32 | Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets within the map boundary. City of Banning accepted streets within the Specific Plan. The condition does not apply to Highland Springs Avenue or Wilson Street, where due to the regional nature of these facilities, it would be impossible to validate the amount of pavement damage cause by ongoing construction activities. | Prior to Release of Surety | |
| PW.Street.33 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Landscaping***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.LS.01 | Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Street cut permits may be denied and alternate methods may be required for any construction within a street that was accepted by the City within the prior five years. | Informational | |

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|---|---|---|---|
| PW.LS.02 | The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public rights-of-way, and median islands constructed in connection with the project in accordance with applicable City standards until maintenance of such area is turned over to an HOA or to individual property owners. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal. | Informational | |
| PW.LS.03 | Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks (as applicable) shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer. | Informational | |
| PW.LS.04 | All landscape improvements within public right of way shall be compliant with the City of Banning MWELO guidelines. | Informational | |
| PW.LS.05 | A homeowners' association shall be established and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City Engineer at the time set forth in the DA providing for maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, onsite private parking/roadway, any debris basins, BMPs referenced in the approved WQMP, and median island landscaping. The developer shall appoint the initial members of the Board of Directors of the homeowners' association or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's. | Prior to Recordation of Final Map | |
| PW.LS.06 | The conditions, covenants, and restrictions shall contain provisions which prohibit dissolution of the homeowners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the homeowners' association. The conditions, covenants and restrictions shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these Conditions of Approval. | Prior to Recordation of Final Map | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.LS.07 | An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer. | Prior to Occupancy | |
| PW.LS.08 | Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval. | Prior to Surety Release | |

***Potable Water***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Wat.01 | All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer. | Informational | |
| PW.Wat.02 | All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department. | Informational | |
| PW.Wat.03 | All private fire suppression systems shall be reviewed and approved by the City Fire Marshall. | Informational | |
| PW.Wat.04 | Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project. | Informational | |
| PW.Wat.05 | A water improvement plan shall be submitted showing proposed water service connection sizes and locations, including separate laterals for irrigation and fire protection. Irrigation water services will require the installation of a RP backflow protection device. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Wat.06 | All main water lines and fittings shall be a minimum of 8-inch in diameter and shall be DIP. Water line easements shall be a minimum width of 20 feet if installed outside of right-of-way or public utility easement. | Informational | |
| PW.Wat.07 | Fire hydrants shall be installed within the tract boundaries as required in FIRE.02. | Informational | |
| PW.Wat.08 | The fire service with require a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department. | Informational | |
| PW.Wat.09 | Detailed water demand calculations shall be submitted to justify meter sizing and to determine annual water demands, both for indoor and outdoor use at community facilities and landscape meters. | Informational | |
| PW.Wat.10 | A backflow device must be installed on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications. | Informational | |
| PW.Wat.11 | All water mains shall be looped whenever feasible, and dead-end water mains shall be provided with fire hydrants and auto-flush systems or as directed by the City Engineer. | Informational | |
| PW.Wat.12 | As required by the City Engineer and prior to recordation of the final tract map, the City shall prepare at Applicant's expense a Water Verification Memo. The Water Verification Memo shall include but not be limited to identifying well production facility locations, treatment requirements, define on/off site transmission facilities, location and volume of system storage, define system points of connection and booster or reducing stations. The report must verify that water pipeline sizes and pressures meet all required water flow rates and identify offsite system improvements and phase in which they shall be constructed. | Prior to Recordation of Final Map | |
| PW.Wat.13 | Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards. | Prior to Recordation of Final Map | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Wat.14 | Submit Water Improvement Plans to the City Engineer for review and approval. Design and construct water lines throughout and to property boundaries to tract as needed. The proposed new water lines shall connect to the City's water system as needed. | Prior to Building Permit | |
| PW.Wat.15 | The applicant shall not construct or make operable any water line unless the applicant can successfully demonstrate that the water pressure is at a minimum 40 psi. | Prior to Occupancy | |
| PW.Wat.16 | The construction of the Mountain North Reservoir shall be completed/made operable by the developer and accepted by the City prior to first Certificate of Occupancy. | Prior to First Certificate Occupancy | |
| PW.Wat.17 | All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles. | Prior to Occupancy | |
| PW.Wat.18 | Prior to park and open space occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Title 17 and 22 California Code of Regulations. | Prior to Occupancy | |
| PW.Wat.19 | The applicant shall perform pressure testing, flushing, and Bac-T testing approved by the City Inspector prior to surety release and acceptance of water improvements. | Prior to Release of Surety | |
| PW.Wat.20 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Non-Potable Water***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.NPW.01 | All public non-potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer. | Informational | |
| PW.NPW.02 | Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project. | Informational | |
| PW.NPW.03 | Submit non-potable water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to parks, schools, and other large | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | irrigation areas and to tie-in points at the tract boundary as agreed to in the Development Agreement by the Developer, and the City of Banning. | | |
| PW.NPW.04 | All non-potable water lines to be constructed within the Public right-of-way shall be a minimum of 8-inches in diameter DIP. Final sizes shall be approved by the City Engineer based on hydraulic calculations provided by the design engineer. Where non-potable water line easements are necessary, they shall be a minimum of 20 feet wide if improvements are installed outside of right-of-way or public utility easements. | Informational | |
| PW.NPW.05 | All non-potable water lines shall be Ductile Iron Pipe (DIP) Class 350, with restrained joints conforming to DIPRA design guidelines where required. All non-potable water DIP mains shall be protected with purple-colored V-Bio polyethylene encasement. | Informational | |
| PW.NPW.06 | Prior to occupancy release, a backflow device must be installed on each irrigation water connection; and in compliance with the State of California Department of Health Regulations Title 17 and 22. Contact the City of Banning, Water Operations Division, prior to the installation. | Informational | |
| PW.NPW.07 | The non-potable water plans shall include appropriate signage for the irrigation of publicly-accessible areas with non-potable water as required by the California Code of Regulations. | Informational | |
| PW.NPW.08 | Submit Non-Potable Water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to property boundaries to tract as needed. The proposed new non-potable water lines shall connect to the City's non-potable water system as needed. | Prior to Building Permit | |
| PW.NPW.09 | As required by the City Engineer and prior to recordation of the final tract map, applicant shall prepare and City shall approve a supplemental Focused Recycled Water Study (may be combined with the Focused Water Study) to define system components and shall include a phasing plan for all recycled water facilities. Prior to map recordation, recycled water plans shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer. Design and installation of recycled water facilities shall be in accordance with the requirements and specifications of the State Division of Drinking Water, Riverside County Environmental Health, and the City of Banning. If interim use of potable water is required until Recycled water becomes available, a potable-to-non-potable above ground connection shall be designed, with | Prior to Final Map | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | a reduced pressure backflow preventor. The number of potable-to-non-potable connections shall be kept to a minimum, and are subject to approval by the State Division of Drinking Water. | | |
| PW.NPW.10 | The applicant shall perform testing approved by the City Inspector prior to surety release and acceptance of non-potable water improvements. | Prior to Release of Surety | |
| PW.NPW.11 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Sewer***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Sew.01 | All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer. | Informational | |
| PW.Sew.02 | Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project. | Informational | |
| PW.Sew.03 | All sewer lines to be constructed within the public right-of-way shall be extra strength Vitrified Clay Pipe (VCP) or Polyvinyl Chloride (PVC) SDR 26 Pipe. All sewer mains shall be minimum of 8 inches in diameter. Any sewer main greater than 15-inches (15”) shall be extra strength VCP. Any sewer with more than 15’ cover (FG/FS to top of pipe) shall be extra strength VCP. Final sizes shall be approved by the City Engineer based on calculations submitted by the design engineer accounting for ultimate discharge flows for phase and all upstream areas. Sewer line easements shall be a minimum of 20 feet wide if installed outside of right-of-way or public utility easement. | Informational | |
| PW.Sew.04 | Each residential unit shall have its own sewer lateral and shall be PVC SDR 26. | Informational | |
| PW.Sew.05 | Any pad with an elevation lower than the nearest upstream manhole rim elevation shall require a backwater valve. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Sew.06 | Sewer mains shall maintain a straight alignment from manhole to manhole whenever feasible. Bends in PVC pipe shall not be allowed. The required radius, when necessary, shall be achieved by use of deflection at the joint with VCP pipe, following manufacturer's guidelines. | Informational | |
| PW.Sew.07 | Applicant shall fill out and submit an Industrial User Survey form and an Industrial Waste Permit application. (i.e. commercial/community kitchen) | Prior to Encroachment Permit | |
| PW.Sew.08 | Submit Sewer Improvement Plans to the City Engineer for review and approval. The phasing plan shall identify all required sewer infrastructure (e.g. sewer mains, lift stations, treatment facilities, manholes, etc.) required to meet the demands of the tract map. A hydraulic analysis will need to be prepared and submitted that demonstrates the maximum discharge that can be accommodated by the existing collections system before a new trunk line is needed. Design and construct sewer lines throughout and to property boundaries of this tract. The proposed new sewer lines shall connect into the City's sewer system. | Prior to Encroachment Permit | |
| PW.Sew.09 | As required by the City Engineer and prior to recordation of the final tract map, the applicant shall submit a redline revised copy of the previously approved Specific Plan Sewer Study with updates to reflect the final built condition through this phase and demonstrate that the current buildout is substantially consistent with the approved sewer study. | Prior to Recordation of Final Map | |
| PW.Sew.10 | Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and of the City Engineer. | Prior to Recordation of Final Map | |
| PW.Sew.11 | All required sewer lines and sewer laterals shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer. | Prior to Building Permit | |
| PW.Sew.12 | The applicant shall inspect with CCTV all new public sewer mains and submit to the City for review and approval prior to surety release and acceptance of sewer improvements. | Prior to Release of Surety | |
| PW.Sew.13 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Refuse***

# City of Banning

## Community Development Department

## Conditions of Approval

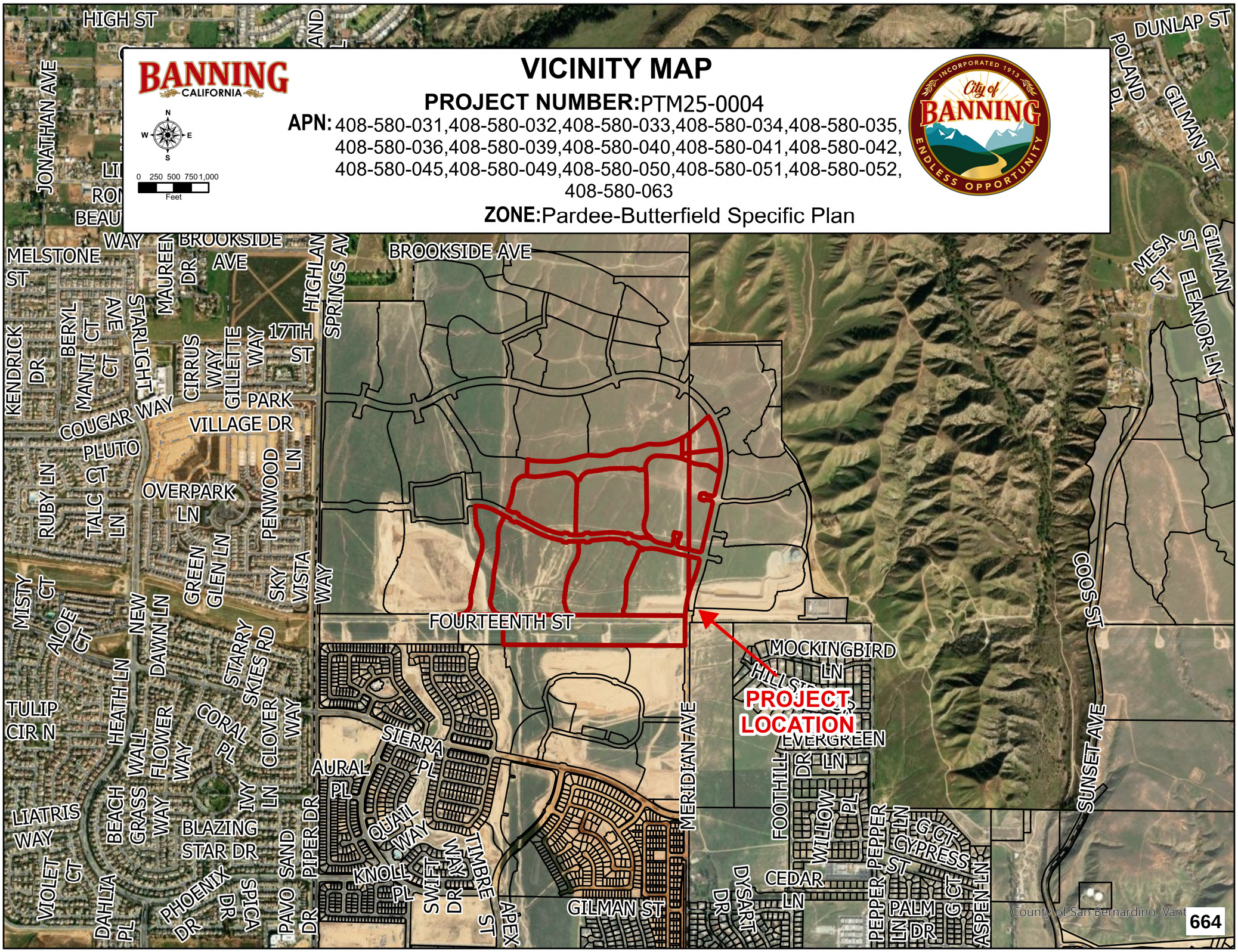
| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Refuse.01 | Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.28SOWACODI | Informational | |
| PW.Refuse.02 | Applicants are required to use the City's exclusive franchise hauler (Waste Management) unless otherwise approved in writing by the Public Works Department. | Informational | |
| PW.Refuse.03 | Construction debris shall be disposed of at a certified recycling site. It is the responsibility of the developer to contact the City's franchised solid waste hauler, Waste Management of the Inland Valley, at 1-800-423-9986 for disposal of construction debris. | Informational | |
| PW.Refuse.04 | Applicants are encouraged to review the referenced sections in the 2022 California Green Building Standard Code: https://codes.iccsafe.org/content/CAGBC2022P3 | Informational | |
| PW.Refuse.05 | Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2022 California Green Building Standards Code (CALGreen) | Prior to Certificate of Occupancy | |
| PW.Refuse.06 | Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Environmental Program Coordinator prior to commencement of construction or demolition. Contact refuse@banningca.gov or 951.922.3193 for further details and to obtain a plan template. | Prior to Demolition AND/OR Prior to Building Permit | |
| PW.Refuse.07 | Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Environmental Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the Environmental Program Coordinator at refuse@banningca.gov or 951.922.3193 for further details and to obtain a report form template. | Prior to Certificate of Occupancy | |
| PW.Refuse.08 | For any alley loaded and multi-family project, the applicant shall supply a Trash Management Plan indicating where bin placement will occur on the specified trash collection day. Appropriate signage shall be required to restrict parking in trash collection zones on collection day, and the 24-hour | Prior to Certificate of Occupancy | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | period prior to and after collection day. Striping and signage may be shown on the signing and striping plan. | | |

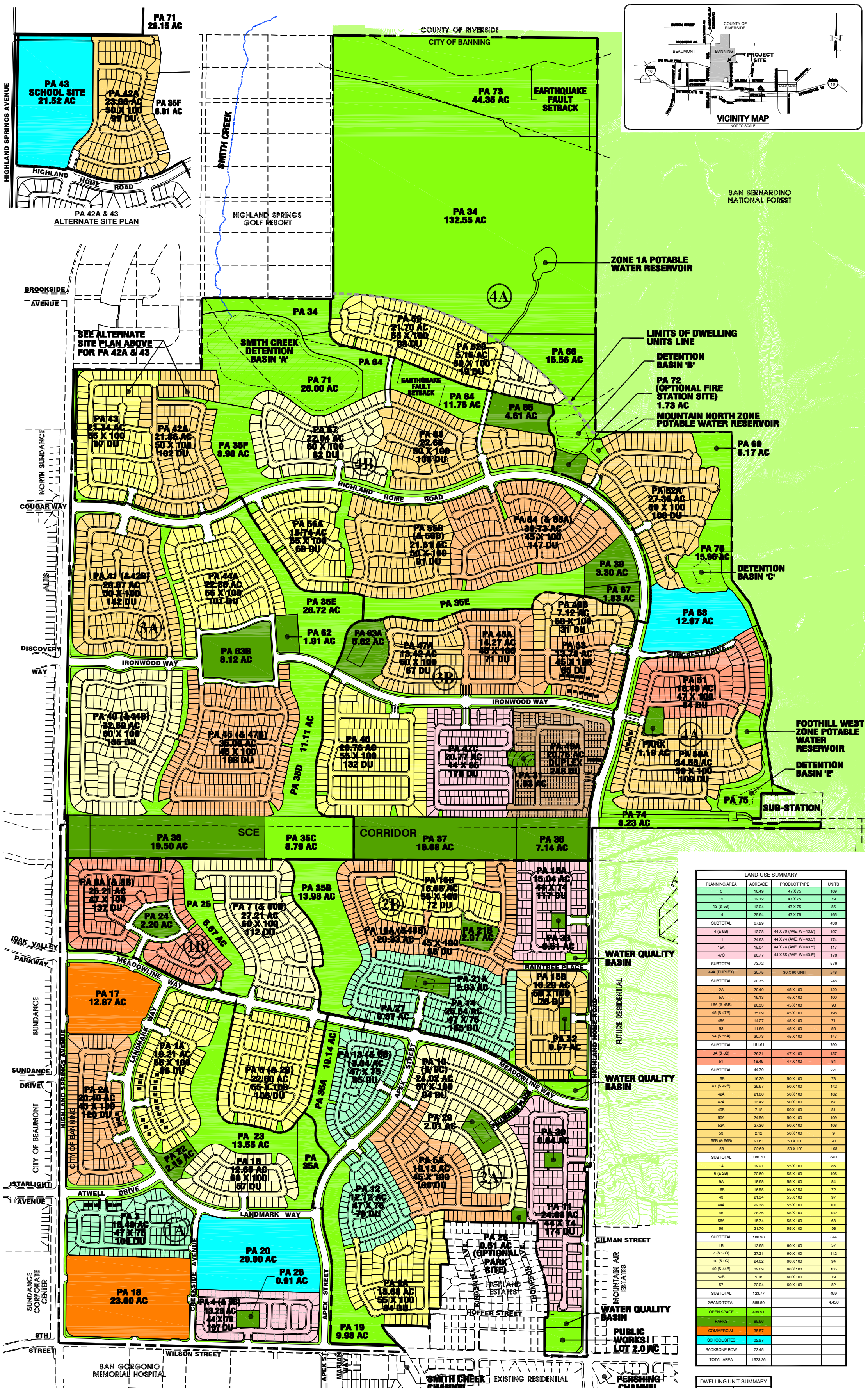
***Fees***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Fees.01 | All fees must be paid in full at the thresholds identified below. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal. | Informational | |
| PW.Fees.02 | Applications submitted without full payment of fees are deemed incomplete. Plan review will not commence until all fees are paid. | Informational | |
| PW.Fees.03 | Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit. | Informational | |
| PW.Fees.04 | Public Works Grading Permit fees (including fees for NPDES inspections) shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling. | Prior to Grading Permit | |
| PW.Fees.05 | Public Works Encroachment Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling. | Prior to Encroachment Permit | |
| PW.Fees.06 | Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accordance with the fee schedule in effect at that time. | Prior to Installation | |
| PW.Fees.07 | Water connection fees shall be paid in accordance with the fee schedule in effect at that time and in accordance with the DA. | Prior to Building Final/C of O | |
| PW.Fees.08 | Sewer connection fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA. | Prior to Building Final/C of O | |
| PW.Fees.09 | Traffic Impact fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA. | Prior to Building Final/C of O | |

***END***


BANNING
CALIFORNIA
VICINITY MAP
PROJECT NUMBER: PTM25-0004
APN: 408-580-031,408-580-032,408-580-033,408-580-034,408-580-035,
408-580-036,408-580-039,408-580-040,408-580-041,408-580-042,
408-580-045,408-580-049,408-580-050,408-580-051,408-580-052,
408-580-063
ZONE: Pardee-Butterfield Specific Plan
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
N
W
E
S
0 250 500 750 1,000
Feet
PROJECT LOCATION
HIGH ST
DUNLAP ST
POLAND PL
GILMAN ST
JONATHAN AVE
BEAU WAY
MELSTONE ST
BROOKSIDE AVE
MAUREEN DR
HIGHLAND SPRINGS AV
MESA ST
GILMAN ST
ELEANOR LN
KENDRICK DR
BERYL CT
MANTI CT
STARLIGHT AVE
CIRRUS WAY
GILLETTE WAY
17TH ST
COUGAR WAY
PARK VILLAGE DR
PLUTO CT
RUBY LN
TALC LN
OVERPARK LN
PENWOOD LN
GREEN GLEN LN
SKY VISTA WAY
COOS ST
MISTY CT
ALOE CT
NEW DAWN LN
STARRY SKIES RD
FOURTEENTH ST
MOCKINGBIRD LN
HILLSIDE DR
TULIP CIR N
HEATH LN
WALL FLOWER WAY
CORAL PL
CLOVER WAY
SIERRA PL
AURAL PL
MERIDIAN AVE
EVERGREEN LN
SUNSET AVE
LIATRIS WAY
BEACH GRASS WAY
IVY LN
BLAZING STAR DR
PIPER DR
QUAIL WAY
KNOLL PL
TIMBRE WAY
SWIFT DR
APEX ST
GILMAN ST
FOOTHILL DR
WILLOW PL
PEPPER LN
CYPRESS CT
CEDAR LN
DYSART DR
PALM DR
ASPEN LN
VIOLET CT
DAHLIA PL
PHOENIX DR
SPICA DR
SAND PIPER DR
PAVO DR
County of San Bernardino, Vant
664

# ATWELL




LAND-USE SUMMARY

| PLANNING AREA | ACREAGE | PRODUCT TYPE | UNITS |
|---|---|---|---|
| 3 | 16.49 | 47 X 75 | 109 |
| 12 | 12.12 | 47 X 75 | 79 |
| 13 (& 5B) | 13.04 | 47 X 75 | 85 |
| 14 | 25.64 | 47 X 75 | 165 |
| SUBTOTAL | 67.29 | | 438 |
| 4 (& 9B) | 13.28 | 44 X 70 (AVE. W=43.5') | 107 |
| 11 | 24.63 | 44 X 74 (AVE. W=43.5') | 174 |
| 15A | 15.04 | 44 X 74 (AVE. W=43.5') | 117 |
| 47C | 20.77 | 44 X 65 (AVE. W=43.5') | 178 |
| SUBTOTAL | 73.72 | | 576 |
| 49A (DUPLEX) | 20.75 | 30 X 60 UNIT | 248 |
| SUBTOTAL | 20.75 | | 248 |
| 2A | 20.40 | 45 X 100 | 120 |
| 5A | 19.13 | 45 X 100 | 100 |
| 16A (& 48B) | 20.33 | 45 X 100 | 98 |
| 45 (& 47B) | 35.09 | 45 X 100 | 198 |
| 48A | 14.27 | 45 X 100 | 71 |
| 53 | 11.66 | 45 X 100 | 56 |
| 54 (& 55A) | 30.73 | 45 X 100 | 147 |
| SUBTOTAL | 151.61 | | 790 |
| 8A (& 8B) | 26.21 | 47 X 100 | 137 |
| 51 | 18.49 | 47 X 100 | 84 |
| SUBTOTAL | 44.70 | | 221 |
| 15B | 16.29 | 50 X 100 | 78 |
| 41 (& 42B) | 29.67 | 50 X 100 | 142 |
| 42A | 21.86 | 50 X 100 | 102 |
| 47A | 13.42 | 50 X 100 | 67 |
| 49B | 7.12 | 50 X 100 | 31 |
| 50A | 24.56 | 50 X 100 | 109 |
| 52A | 27.36 | 50 X 100 | 108 |
| 53 | 2.12 | 50 X 100 | 9 |
| 55B (& 56B) | 21.61 | 50 X 100 | 91 |
| 58 | 22.69 | 50 X 100 | 103 |
| SUBTOTAL | 186.70 | | 840 |
| 1A | 19.21 | 55 X 100 | 86 |
| 6 (& 2B) | 22.60 | 55 X 100 | 106 |
| 9A | 18.68 | 55 X 100 | 84 |
| 16B | 16.55 | 55 X 100 | 72 |
| 43 | 21.34 | 55 X 100 | 97 |
| 44A | 22.38 | 55 X 100 | 101 |
| 46 | 28.76 | 55 X 100 | 132 |
| 56A | 15.74 | 55 X 100 | 68 |
| 59 | 21.70 | 55 X 100 | 98 |
| SUBTOTAL | 186.96 | | 844 |
| 1B | 12.65 | 60 X 100 | 57 |
| 7 (& 50B) | 27.21 | 60 X 100 | 112 |
| 10 (& 9C) | 24.02 | 60 X 100 | 94 |
| 40 (& 44B) | 32.69 | 60 X 100 | 135 |
| 52B | 5.16 | 60 X 100 | 19 |
| 57 | 22.04 | 60 X 100 | 82 |
| SUBTOTAL | 123.77 | | 499 |
| GRAND TOTAL | 855.50 | | 4,456 |
| OPEN SPACE | 439.91 | | |
| PARKS | 85.66 | | |
| COMMERCIAL | 35.87 | | |
| SCHOOL SITES | 32.97 | | |
| BACKBONE ROW | 73.45 | | |
| TOTAL AREA | 1523.36 | | |

DWELLING UNIT SUMMARY

| PHASE | DWELLING UNITS |
|---|---|
| 1A | 479 |
| 1B | 355 |
| 2A | 616 |
| 2B | 530 |
| 3A | 576 |
| 3B | 792 |
| 4A | 418 |
| 4B | 690 |
| TOTAL | 4,456 |

LEGEND:

- PHASE BOUNDARY
- PLANNING AREA BOUNDARY
- 3A PHASE NUMBER
- M MODEL LOTS

NOTE:
POTABLE WATER RESERVOIR SIZES FOR MNZ AND ZONE 1A ARE SUBJECT TO CHANGE.

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

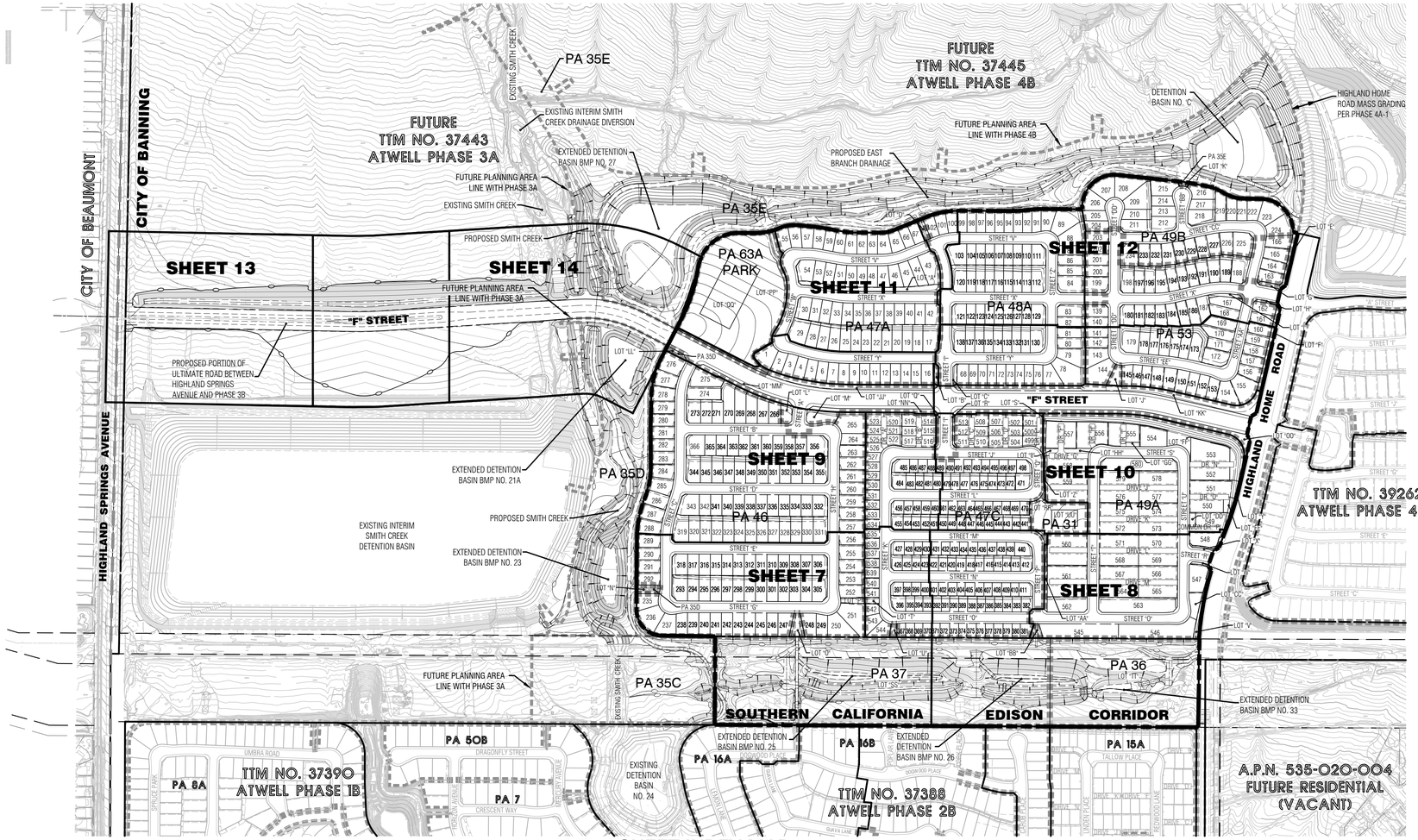
PREPARED BY:

MDS CONSULTING
8 PETERS CANYON ROAD
SUITE 300
IRVINE, CA 92606
(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

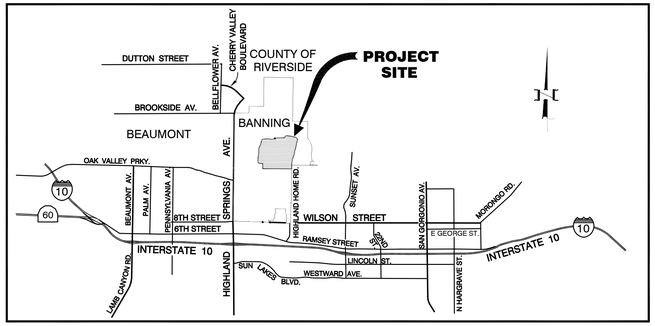
| DATE: | NO. | REVISIONS |
|---|---|---|

GRAPHIC SCALE
250 0 125 250 500 1000
( IN FEET )
1 inch = 250 ft.

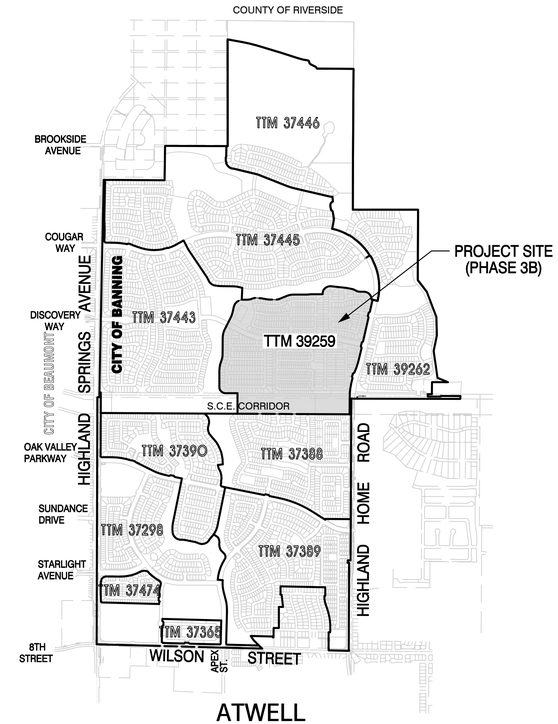
ATWELL
# PRELIMINARY COMPOSITE SITE PLAN
DATE PREPARED: AUGUST 26, 2025
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 1




## SHEET INDEX MAP
SCALE: 1"=300'




## VICINITY MAP
NOT TO SCALE




## ATWELL KEY MAP
SCALE: 1"=1500'

## LEGEND

- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE

## SHEET INDEX


| | |
|---|---|
| SHEET 1 | TITLE SHEET / SHEET INDEX |
| SHEET 2 | NOTES |
| SHEET 3 | STREET SECTIONS |
| SHEET 4 | STREET SECTIONS / DETAILS |
| SHEET 5 | DETAIL / SECTIONS |
| SHEET 6 | AREA SUMMARIES |
| SHEETS 7-14 | MAP SHEETS |
| SHEETS 15-16 | EASEMENT DISPOSITION MAPS |


## LOT INDEX

| | | |
|---|---|---|
| LOTS 1-67 | (PA 47A) | SHEETS 9 & 11 |
| LOTS 68-138 | (PA 48A) | SHEETS 10 - 12 |
| LOTS 139-203 | (PA 53) | SHEETS 10 & 12 |
| LOTS 204-234 | (PA 49B) | SHEET 12 |
| LOTS 235-366 | (PA 46) | SHEETS 7 & 9 |
| LOTS 367-544 | (PA 47C) | SHEETS 7 - 10 |
| LOTS 545-580 | (PA 49A / DUPLEX CONDOMINIUMS) | SHEETS 8 & 10 |
| LOTS "A"-"Z", "AA"-"OO" | (OPEN SPACE) | SHEETS 7 - 12 & 14 |
| LOTS "PP" & "QQ" | (PA 63A / PARK) | SHEET 11 |
| LOT "RR" | (PA 31 / PARK) | SHEET 10 |
| LOT "SS" | (PA 37 / PARK) | SHEETS 7 & 8 |
| LOT "TT" | (PA 36 / PARK) | SHEET 8 |

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
CIVIL
STATE OF CALIFORNIA

10/31/2025
EDWARD J. LENTH RCE 052496

**PREPARED FOR:**

tri pointe HOMES
1250 Corona Pointe Court
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Corona, CA 92879
(951) 428-4400

**PREPARED BY:**

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

ATWELL

# ATWELL
## PHASE 3B / TENTATIVE TRACT NO. 39259
## P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
# TITLE SHEET/ SHEET INDEX
## CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

MDS Proj. Data: I:\89414-PLANNING\Plans\TTM 37444
Created: 10.30.2025 03:49:52 PM Author: MDS
Last Edit: 10.31.2025 03:22:29 PM By: Ssandoval

MDS File: 89414-PA6-TENT-01.dwg
Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 10.31.2025 3:23:54 PM By: ssandoval

## LEGEND

STREET "B"
DRIVE "B"

PROPOSED PUBLIC STREET
PROPOSED PRIVATE COMMON DRIVE
TENTATIVE TRACT MAP BOUNDARY
PLANNING AREA BOUNDARY
SHEET MATCH LINE
STREET CENTERLINE
PROPOSED MEANDERING DECOMPOSED GRANITE TRAIL
AGGREGATE MAINTENANCE ACCESS ROAD
PROPOSED EASEMENT (TYPE PER PLAN)
ROCK RIP RAP
SIDEWALK
PROPOSED PUBLIC UTILITY EASEMENT LINE
DAYLIGHT LINE
PROPOSED CURB & GUTTER
EXISTING CURB & GUTTER
PROPOSED STREET ELEVATION AT CENTERLINE (2605.0)
EXISTING STREET ELEVATION AT CENTERLINE (2705.0)
FLOWLINE
PAD ELEVATION (2605.0)
RESIDENTIAL LOT NUMBER (100)
HIGHEST RESIDENTIAL LOT NUMBER (580)
PROPOSED STORM DRAIN (SD)
PROPOSED SANITARY SEWER (SS)
PROPOSED POTABLE WATER (MOUNTAIN WEST ZONE) (W-MNZ)
PROPOSED NON-POTABLE WATER (MOUNTAIN WEST ZONE) (NPW-MNZ)
EXISTING STORM DRAIN (SD X)
EXISTING SANITARY SEWER (SS X)
EXISTING ELECTRIC (E X)
EXISTING FIBER OPTIC (FO X)
EXISTING POTABLE WATER (MOUNTAIN WEST ZONE) (W-MNZ X)
EXISTING POTABLE WATER (FOOTHILL WEST ZONE) (W-FWZ X)
EXISTING NON-POTABLE WATER (FOOTHILL WEST ZONE) (NPW-FWZ X)
PROPOSED STREET GRADE (1.00%)
PROPOSED RETAINING WALL
PROPOSED RETAINING WALL HEIGHT (3.0 MIN)
LOT MIDPOINT DIMENSION (60')
PLANNING AREA DESIGNATION (PA 36)
PROPOSED FIRE HYDRANT (FH)
PROPOSED WATER AUTO-FLUSH SYSTEM

## UTILITIES

**WATER**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**SEWER**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**ELECTRIC**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**GAS**
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 335-3928

**TRASH**
CITY OF BANNING
c/o WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**TELEPHONE**
FRONTIER COMMUNICATIONS
280 SOUTH LOCUST STREET
POMONA, CA. 92363
(909) 397-0042

**CABLE**
SPECTRUM CABLE
3317 WEST RAMSEY STREET
BANNING, CA. 92220
(866) 417-1039

**STORM DRAIN**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

## FLOOD ZONE NOTE

THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE 'X' ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 060246-0808G, MAP NUMBERS 06065C0805G AND 06065C0808G.

ZONE 'X' BEING DEPICTED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

## EASEMENT NOTES

1. PROPOSED PUBLIC SEWER AND STORM DRAIN EASEMENT
2. PROPOSED PUBLIC SEWER EASEMENT
3. PROPOSED PUBLIC STORM DRAIN EASEMENT
4. EXISTING INTERIM DETENTION BASIN TO BE REMOVED.
5. EXISTING INTERIM SMITH CREEK DIVERSION CHANNEL TO BE REMOVED.

## NOTES

(1) PROPOSED WATER AUTO-FLUSH SYSTEM AT TERMINUS OF MAIN

## PROPOSED TENTATIVE TRACT NO. 39259

| PLANNING AREA (No.) | LAND USE (TYPE) | GROSS AREA (ACRE) | NUMBER OF LOTS (DU) | NUMBER OF CONDOMINIUM LOTS | NUMBER OF CONDOMINIUM UNITS (DU) | GROSS DENSITY (DU/AC) | RESIDENTIAL AREA (ACRE) | STREETS (ACRE) | LOT SIZE (MIN) | CONDOMINIUM UNIT SIZE (MIN) | PAD SIZE (MIN) | LOT AREA MIN (SQ. FT.) | CONDOMINIUM UNIT AREA MIN (SQ. FT.) | LOT AREA MAX (SQ. FT.) | LOT AREA AVG (SQ. FT.) |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 46 | LDR | 28.76 | 132 | NA | NA | 4.6 | 22.21 | 6.48 | 55' x 100' | NA | 55' x 100' | 5,500 | NA | 15,109 | 7,328 |
| 47A | LDR | 13.42 | 67 | NA | NA | 5.0 | 9.54 | 3.39 | 50' x 100' | NA | 50' x 100' | 5,000 | NA | 12,255 | 6,202 |
| 47C | MDR | 20.77 | 178 | NA | NA | 8.6 | 14.01 | ★★6.67 | 40' x 65' | NA | 40' x 65' | 2,600 | NA | 6,182 | 3,429 |
| 48A | MDR | 14.27 | 71 | NA | NA | 5.0 | 10.14 | 4.08 | 45' x 100' | NA | 45' x 100' | 4,500 | NA | 14,824 | 6,224 |
| 49A | MDR | 20.75 | NA | 36 | 248 | 12.0 | 12.67 | ★★5.56 | NA | 30' x 60' | NA | NA | 1,800 | NA | NA |
| 49B | LDR | 7.12 | 31 | NA | NA | 4.4 | 5.60 | 1.52 | 50' x 100' | NA | 50' x 100' | 5,000 | NA | 13,128 | 7,666 |
| 53 | MDR | 13.78 | 65 | NA | NA | 4.7 | 10.59 | 3.13 | 45' x 100' | NA | 45' x 100' | 4,500 | NA | 13,100 | 7,137 |
| 31 | PARK | 1.03 | | | | | | | | | | | | | |
| 36 | PARK | 7.14 | | | | | | | | | | | | | |
| 37 | PARK | 16.08 | | | | | | | | | | | | | |
| 63A | PARK | 5.62 | | | | | | | | | | | | | |
| 35D ★ | OS | 0.17 | | | | | | | | | | | | | |
| 35E ★ | OS | 0.03 | | | | | | | | | | | | | |

## NOTE

★ PORTION OF PLANNING AREA WITHIN TTM NO. 39259 SEE NOTES 34 & 35 IN GENERAL INFORMATION AT RIGHT.
★★ PA 47C & PA49A STREET AREA INCLUDES COMMON DRIVES.

## ABBREVIATIONS

| | |
|---|---|
| Δ | DELTA |
| AC | ACREAGE |
| AVG. | AVERAGE |
| DU | DWELLING UNIT |
| DW | DOMESTIC WATER |
| EX. | EXISTING |
| FL | FLOWLINE |
| GB | GRADE BREAK |
| HOA | HOMEOWNER'S ASSOCIATION |
| HP | HIGH POINT |
| L | LENGTH |
| LP | LOW POINT |
| MAX | MAXIMUM |
| MIN | MINIMUM |
| NO. | NUMBER |
| PA | PLANNING AREA |
| PI | POINT OF INTERSECTION |
| R | RADIUS |
| RCW | NON-POTABLE WATER |
| RW | RIGHT OF WAY |
| RW | RETAINING WALL |
| SD | STORM DRAIN |
| SS | SANITARY SEWER |
| ST | STREET |
| SQ. FT. | SQUARE FEET |
| TC | TOP OF CURB |

## PER BUTTERFIELD SPECIFIC PLAN, 2017

| PLANNING AREA (No.) | LAND USE (TYPE) | GROSS AREA (ACRE) | NUMBER LOTS (DU) |
|---|---|---|---|
| 46 | LDR | 25.7 | 127 |
| 47A | MDR | 13.8 | 71 |
| 47C | MDR | 18.3 | 103 |
| 48A | LDR | 17.8 | 76 |
| 49A | MDR | 17.9 | 179 |
| 49B | MDR | 6.4 | 36 |
| 53 | MDR | 15.7 | 90 |
| 31 | PARK | 0.5 | |
| 36 | PARK | 8.9 | |
| 35E | OS | 33.3 | |
| 35D | OS | 11.5 | |

**LEGEND**

| | |
|---|---|
| LDR | LOW DENSITY RESIDENTIAL |
| MDR | MEDIUM DENSITY RESIDENTIAL |
| OS | OPEN SPACE |
| PARK | PARK - RECREATION |

## BASIS OF BEARINGS

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

## BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.

## LEGAL DESCRIPTION

LOTS 22, F, Q AND S, AND PORTIONS OF LOTS 17, 18, 19, 21, 23, 39, 40, 42, 43 AND 46, OF TRACT MAP NO. 35967, FILED IN BOOK 474 OF MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE COUNTY RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

## ASSESSORS PARCEL NUMBERS

408-580-027, 408-580-032, 408-580-033, 408-580-034, 408-580-035, 408-580-036, 408-580-039, 408-580-040, 408-580-041, 408-580-042, 408-580-045, 408-580-047, 408-580-050, 408-580-051, 408-580-052, AND 408-580-064.

## OPEN SPACE AREA SUMMARY

| LOTS | ACREAGE |
|---|---|
| LOT 'A' | 0.38 |
| LOT 'B' | 0.04 |
| LOT 'C' | 0.04 |
| LOT 'D' | 0.07 |
| LOT 'E' | 0.13 |
| LOT 'F' | 0.20 |
| LOT 'G' | 0.05 |
| LOT 'H' | 0.02 |
| LOT 'I' | 0.05 |
| LOT 'J' | 0.13 |
| LOT 'K' | 0.03 |
| LOT 'L' | 0.12 |
| LOT 'M' | 0.20 |
| LOT 'N' | 0.11 |
| LOT 'O' | 0.14 |
| LOT 'P' | 0.07 |
| LOT 'Q' | 0.04 |
| LOT 'R' | 0.04 |
| LOT 'S' | 0.03 |
| LOT 'T' | 0.05 |
| LOT 'U' | 0.05 |
| LOT 'V' | 0.15 |
| LOT 'W' | 0.02 |
| LOT 'X' | 0.03 |
| LOT 'Y' | 0.11 |
| LOT 'Z' | 0.02 |
| LOT 'AA' | 0.11 |
| LOT 'BB' | 0.07 |
| LOT 'CC' | 0.14 |
| LOT 'DD' | 0.05 |
| LOT 'EE' | 0.07 |
| LOT 'FF' | 1.44 |
| LOT 'GG' | 0.05 |
| LOT 'HH' | 0.07 |
| LOT 'II' | 0.05 |
| LOT 'JJ' | 0.48 |
| LOT 'KK' | 1.07 |
| LOT 'LL' | 0.05 |
| LOT 'MM' | 0.21 |
| LOT 'NN' | 0.27 |
| LOT 'OO' | 0.88 |
| TOTAL ACREAGE | 7.13 AC |

## COMMON DRIVE AREA SUMMARY

| COMMON DRIVE | ACREAGE |
|---|---|
| CD 'A' | 0.09 AC |
| CD 'B' | 0.09 AC |
| CD 'C' | 0.09 AC |
| CD 'D' | 0.09 AC |
| CD 'E' | 0.09 AC |
| CD 'F' | 0.08 AC |
| CD 'G' | 0.13 AC |
| CD 'H' | 0.07 AC |
| CD 'I' | 0.06 AC |
| CD 'J' | 0.34 AC |
| CD 'K' | 0.22 AC |
| CD 'L' | 0.34 AC |
| CD 'M' | 0.34 AC |
| CD 'N' | 0.13 AC |
| CD 'O' | 0.11 AC |
| CD 'P' | 0.09 AC |
| TOTAL ACREAGE | 2.36 AC |

## LAND USE SUMMARY

| LOTS | LAND USE | ACREAGE | PERCENT (%) |
|---|---|---|---|
| 1-544 | SINGLE-FAMILY RESIDENTIAL | 72.09 AC | 45.05% |
| 545-580 | CONDOMINIUMS | 12.67 AC | 7.92% |
| 'A'-'Z' & 'AA'-'OO' | OPEN SPACE | 7.13 AC | 4.46% |
| 'PP'-'UU' | PARKS | 29.87 AC | 18.67% |
| | MODIFIED COLLECTOR STREET | 6.26 AC | 3.91% |
| | LOCAL STREETS | 29.64 AC | 18.52% |
| | COMMON DRIVES | 2.36 AC | 1.47% |
| | GROSS & NET ACREAGE | 160.02 AC | 100.00% |

## TENTATIVE TRACT NO. 39259

| | | |
|---|---|---|
| NUMBER OF LOTS: | TOTAL | 675 |
| | SINGLE FAMILY RESIDENTIAL | 544 |
| | CONDOMINIUM | 36 |
| | PARKS | 6 |
| | OPEN SPACE | 41 |
| | LOCAL STREETS | 31 |
| | COMMON DRIVES | 16 |
| | MODIFIED COLLECTOR STREET | 1 |

GROSS ACREAGE: 160.02 AC
CONTROL INTERVAL: 1 FOOT
DATE: OCTOBER 31, 2025

## STREET AREA SUMMARY

| STREET | ACREAGE |
|---|---|
| MODIFIED COLLECTOR STREET | 6.26 AC |
| COMMON DRIVES | 2.36 AC |
| 'A' STREET | 0.10 AC |
| 'B' STREET | 0.93 AC |
| 'C' STREET | 1.63 AC |
| 'D' STREET | 0.86 AC |
| 'E' STREET | 0.93 AC |
| 'G' STREET | 1.06 AC |
| 'H' STREET | 1.22 AC |
| 'I' STREET | 1.26 AC |
| 'J' STREET | 0.98 AC |
| 'K' STREET | 1.12 AC |
| 'L' STREET | 0.88 AC |
| 'M' STREET | 0.88 AC |
| 'N' STREET | 0.85 AC |
| 'O' STREET | 1.98 AC |
| 'P' STREET | 0.49 AC |
| 'Q' STREET | 0.28 AC |
| 'R' STREET | 0.15 AC |
| 'S' STREET | 0.95 AC |
| 'T' STREET | 0.68 AC |
| 'U' STREET | 0.93 AC |
| 'V' STREET | 1.72 AC |
| 'W' STREET | 0.63 AC |
| 'X' STREET | 2.59 AC |
| 'Y' STREET | 1.58 AC |
| 'Z' STREET | 0.84 AC |
| 'AA' STREET | 1.02 AC |
| 'BB' STREET | 0.30 AC |
| 'CC' STREET | 0.91 AC |
| 'DD' STREET | 1.16 AC |
| 'EE' STREET | 0.71 AC |
| TOTAL ACREAGE | 38.26 AC |

## PA 49A RESIDENTIAL CONDOMINIUM SUMMARY

| LOT NO. | LOT AREA (AC.) | # OF CONDOMINIUM UNITS |
|---|---|---|
| 545 | 0.60 | 12 |
| 546 | 0.63 | 12 |
| 547 | 0.26 | 4 |
| 548 | 0.24 | 4 |
| 549 | 0.25 | 4 |
| 550 | 0.24 | 5 |
| 551 | 0.38 | 6 |
| 552 | 0.28 | 6 |
| 553 | 0.42 | 6 |
| 554 | 0.28 | 4 |
| 555 | 0.29 | 5 |
| 556 | 0.37 | 7 |
| 557 | 0.41 | 8 |
| 558 | 0.30 | 6 |
| 559 | 0.62 | 12 |
| 560 | 0.58 | 12 |
| 561 | 0.58 | 12 |
| 562 | 0.33 | 6 |
| 563 | 0.64 | 11 |
| 564 | 0.27 | 6 |
| 565 | 0.27 | 6 |
| 566 | 0.30 | 6 |
| 567 | 0.30 | 6 |
| 568 | 0.26 | 6 |
| 569 | 0.26 | 6 |
| 570 | 0.29 | 6 |
| 571 | 0.30 | 6 |
| 572 | 0.26 | 6 |
| 573 | 0.26 | 6 |
| 574 | 0.29 | 6 |
| 575 | 0.30 | 6 |
| 576 | 0.26 | 6 |
| 577 | 0.26 | 6 |
| 578 | 0.31 | 6 |
| 579 | 0.31 | 6 |
| 580 | 0.51 | 10 |
| TOTAL | 12.67 | 248 |

## GENERAL INFORMATION

1. EXISTING LAND USE: VACANT
2. EXISTING ZONING: BUTTERFIELD SPECIFIC PLAN
3. EXISTING GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
4. PROPOSED LAND USE:
   - SINGLE -FAMILY RESIDENTIAL
     - PA 46, LDR
     - PA 47A, LDR
     - PA 47C, MDR STUB-STREET
     - PA 48A, MDR
     - PA 49B, LDR
     - PA 53, MDR
   - ATTACHED CONDOMINIUMS (DUPLEXES)
     - PA 49A
   - PARKS
   - OPEN SPACE
5. PROPOSED ZONING: BUTTERFIELD SPECIFIC PLAN
6. PROPOSED GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
7. ADJACENT LAND USES:
   - NORTH: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
   - EAST: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
   - SOUTH: EXISTING SCE CORRIDOR & EXISTING SINGLE-FAMILY RESIDENTIAL
   - WEST: VACANT / FUTURE OPEN SPACE & SINGLE-FAMILY RESIDENTIAL
8. PARK REQUIREMENTS TO BE MET BY THE DEDICATION AND CONSTRUCTION OF PARKS.
9. SCHOOL DISTRICTS:
   - ELEMENTARY: BEAUMONT UNIFIED SCHOOL DISTRICT/BANNING UNIFIED SCHOOL DISTRICT
   - MIDDLE SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT/BANNING UNIFIED SCHOOL DISTRICT
   - HIGH SCHOOL: BEAUMONT UNIFIED SCHOOL DISTRICT/BANNING UNIFIED SCHOOL DISTRICT
10. PAD ELEVATIONS SHOWN HEREON MAY BE ADJUSTED PLUS OR MINUS 3 FEET.
11. MULTIPLE FINAL MAPS MAY BE FILED PURSUANT TO SECTION 66456.1 OF THE CALIFORNIA GOVERNMENT CODE.
12. THIS TENTATIVE TRACT MAP IS WITHIN THE APPROVED BUTTERFIELD SPECIFIC PLAN.
13. ALL PROPOSED MANUFACTURED SLOPES SHALL BE A MAXIMUM OF 2:1, UNLESS OTHERWISE NOTED ON THE TENTATIVE TRACT MAP.
14. PRELIMINARY EARTHWORK QUANTITIES (ADJUSTED):
    CUT: 2,954,865 CY FILL: 1,945,460 CY
    EXPORT: 1,009,405 CY
15. GEOTECHNICAL/SOILS INVESTIGATION REPORT WAS PREPARED BY GEOCON WEST, INC., DATED JUNE 6, 2025.
16. THERE ARE NO HABITABLE STRUCTURES WITHIN THE BOUNDARIES OF THIS TENTATIVE TRACT MAP.
17. ALL PROPOSED STREETS WITHIN THIS TENTATIVE TRACT ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF BANNING.
18. THE DEVELOPER/APPLICANT SHALL RESERVE THE RIGHT TO MERGE LOTS ON THE FINAL MAP.
19. THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE 'X' BY FEMA, FIRM PANEL NUMBER 060246-0808G. MAP NUMBERS 06065C-0805G AND 06065C-0808G, DATED AUGUST 28, 2008.
20. THIS TENTATIVE TRACT MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF LAND BEING SUBDIVIDED.
21. TOPOGRAPHIC SURVEY WAS FLOWN AND COMPILED BY DON READ CORPORATION, DATED MAY 10, 2017 AND JUNE 16, 2023.
22. A PORTION OF THIS TENTATIVE TRACT MAP AREA IS LOCATED IN "HIGH" AND "MODERATE" FIRE HAZARD ZONES.
23. FINAL DESIGN SHALL COMPLY WITH THE N.P.D.E.S. REQUIREMENTS OUTLINED BY THE CITY OF BANNING.
24. PROPOSED OPEN SPACE LOTS 'A'-'Z' AND 'AA'-'OO' SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
25. PROPOSED PARK LOTS 'PP'-'TT' SHALL BE MAINTAINED BY AN APPROVED H.O.A.
26. ALL PROPOSED RESIDENTIAL LOTS SHALL MAINTAIN MINIMUM GRADE FROM REAR OF THE LOT TO THE STREET IN ACCORDANCE WITH LATEST CALIFORNIA BUILDING CODE.
27. FIRE PROTECTION SHALL BE PROVIDED BY THE CITY OF BANNING.
28. ALL PROPOSED ON-SITE STORM DRAIN FACILITIES , SIZE AND LOCATION ARE PRELIMINARY AND SUBJECT TO FINAL HYDRAULIC CALCULATIONS ACCEPTABLE TO THE CITY OF BANNING.
29. ALL PROPOSED WATER QUALITY BASINS (BMP) SHALL BE MAINTAINED BY AN APPROVED H.O.A.
30. ALL PROPOSED ON-SITE STORM WATER DISCHARGE FROM THIS TENTATIVE TRACT MAP SHALL BE TREATED BY PERMANENT ON-SITE TREATMENT CONTROL BMP'S FOR TRASH AND DEBRIS OF OFF-SITE AND ON-SITE PRIOR TO DISCHARGE TO ANY EXISTING OR PROPOSED DRAINAGE FACILITY.
31. ALL DIMENSIONS ON THIS TENTATIVE TRACT MAP ARE APPROXIMATE.
32. ALL LANDSCAPING WITHIN EACH INDIVIDUAL SINGLE-FAMILY RESIDENTIAL LOT SHALL BE MAINTAINED BY THE HOMEOWNER.
33. A NON-EXCLUSIVE EASEMENT SHALL BE PROVIDED TO THE CITY OF BANNING TO INCLUDE THE INSTALLATION OF ELECTRIC DISTRIBUTION FACILITIES WITHIN ALL COMMON AREAS.
34. PLANNING AREA 35D OCCURS IN TTM NO. 37443 (10.94 ACRES OF PHASE 3A) AND TTM NO. 39259 (0.17 ACRES OF PHASE 3B). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 35D IS 11.11 ACRES WHICH IS 3.39% BELOW THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 11.5 ACRES.
35. PLANNING AREA 35E OCCURS IN TTM NO. 37443 (12.29 ACRES OF PHASE 3A), TTM NO. 39259 (0.03 ACRES OF PHASE 3B), AND TTM NO. 37445 (14.40 ACRES OF PHASE 4B). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 35D IS 26.72 ACRES WHICH IS 19.76% BELOW THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 33.3 ACRES.
36. EXTENDED DETENTION BMP BASIN NO. 33, LOCATED IN THIS TENTATIVE TRACT MAP, PROVIDES WATER QUALITY TREATMENT FOR TENTATIVE TRACT NO. 39262 (ATWELL PHASE 4A-1).
37. THIS TENTATIVE TRACT MAP IS NOT LOCATED IN THE BANNING MUNICIPAL AIRPORT INFLUENCE AREA BOUNDARY.
38. ALL PROPOSED COMMON DRIVES WITHIN THIS TENTATIVE TRACT MAP ARE PRIVATE AND SHALL BE MAINTAINED BY AN APPROVED HOMEOWNER'S ASSOCIATION.
39. HIGHLAND HOME ROAD OF TENTATIVE TRACT MAP NO. 39262 (PHASE 4A-1) WILL PROVIDE PRIMARY ACCESS FOR TENTATIVE TRACT MAP NO. 39259 (PHASE 3B).
40. "F" STREET (TO HIGHLAND SPRINGS AVENUE) WILL PROVIDE SECONDARY ACCESS FOR TENTATIVE TRACT MAP NO. 39259 (PHASE 3B).


**PREPARED FOR:**
tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

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

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

**ENGINEER**
MDS CONSULTING
5 PETERS CANYON ROAD
IRVINE, CA 92606
(949) 251-8821
CONTACT: ED LENTH


# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

## P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

# NOTES

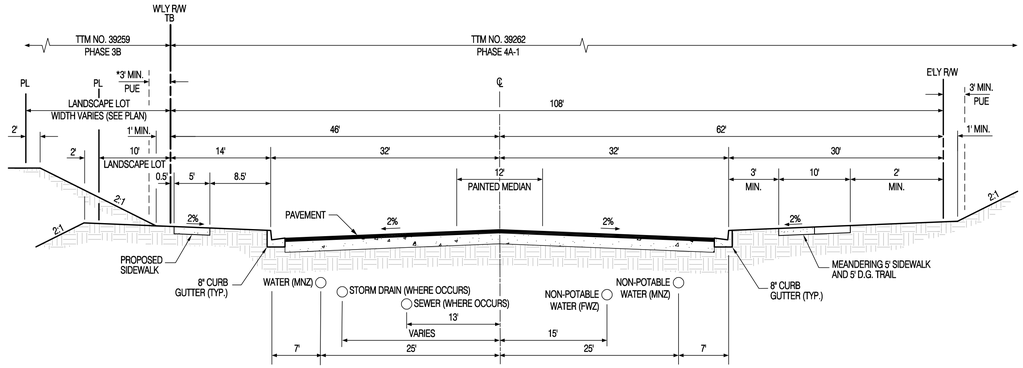
## CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



PHASE 3B - TENTATIVE TRACT MAP NO. 39259


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Created: 10.10.2025 11:35:26 AM Author:~~~
Last Edit: 10.30.2025 05:33:44 PM By: Scandoval

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Plot Date: 10.31.2025 3:26:05 PM By: scandoval

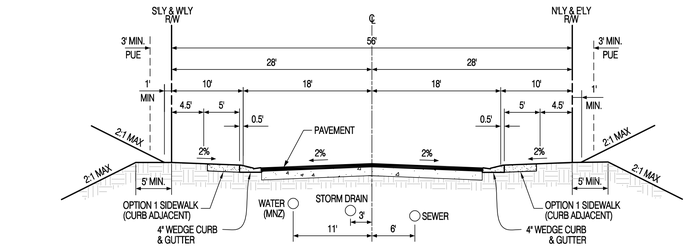



## HIGHLAND HOME ROAD (PUBLIC)

**(MODIFIED MAJOR HIGHWAY)**

*LOT 'Y' WILL BE OVERLAID WITH A PUBLIC UTILITY EASEMENT

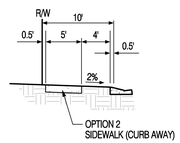
SCALE 1"=10'

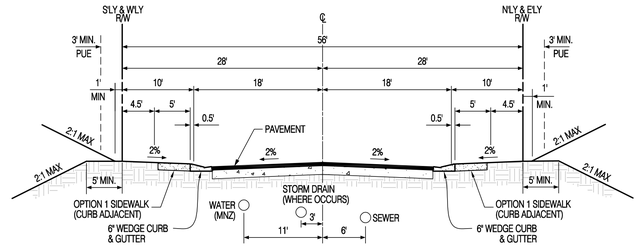



## STREET "O", "S", "T" & "U"

**(MODIFIED LOCAL RESIDENTIAL STREET)**

OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN-LIEU OF
WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1" = 10'

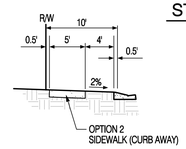


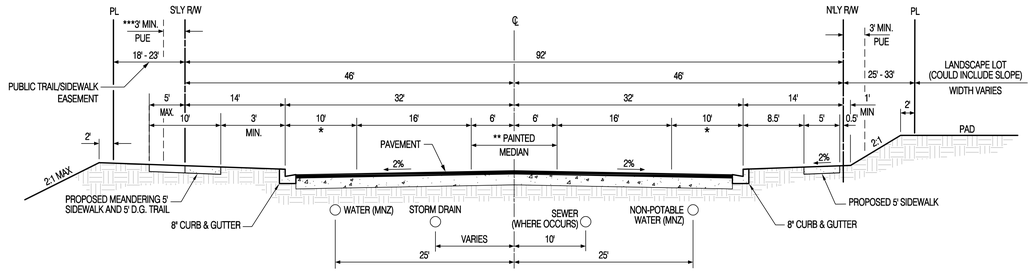




## STREET "B"-"E", "G"-"H", "K"-"O", "V"-"Z", & "AA"-"EE"

**(MODIFIED LOCAL RESIDENTIAL STREET)**

OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN-LIEU OF
WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1" = 10'

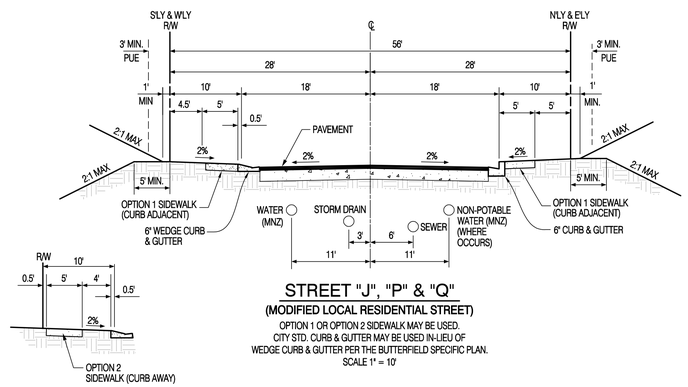



## "F" STREET

**(MODIFIED DIVIDED COLLECTOR STREET)**

* MAY BE DESIGNATED AS A DUAL LOW SPEED ELECTRIC VEHICLE AND BIKE LANE
** A RAISED MEDIAN MAY BE USED IN AREAS. RAISED MEDIAN SHALL BE USED AT ENTRY OFF OF HIGHLAND HOME ROAD.
***LOTS 'NN' & 'OO' WILL BE OVERLAID WITH A PUBLIC UTILITY EASEMENT
SCALE 1"=10'

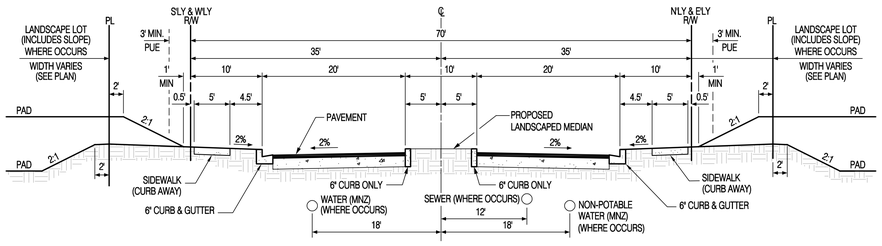



## STREET "J", "P" & "Q"

**(MODIFIED LOCAL RESIDENTIAL STREET)**

OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED.
CITY STD. CURB & GUTTER MAY BE USED IN-LIEU OF
WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN.
SCALE 1" = 10'

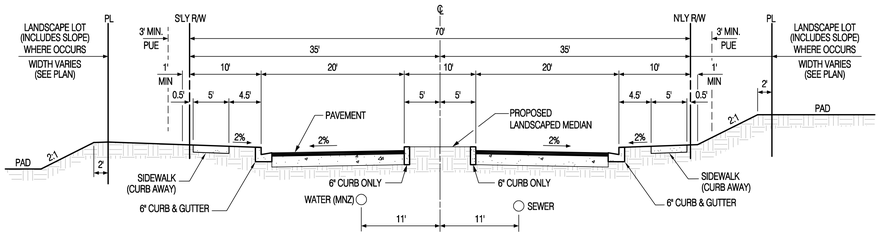



## STREET "A", "I" & "R" (PUBLIC)

**(NEIGHBORHOOD ENTRY)**

SCALE 1"=10'




## STREET "X" (PUBLIC)

**(NEIGHBORHOOD ENTRY)**

SCALE 1"=10'

**PREPARED FOR:**

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

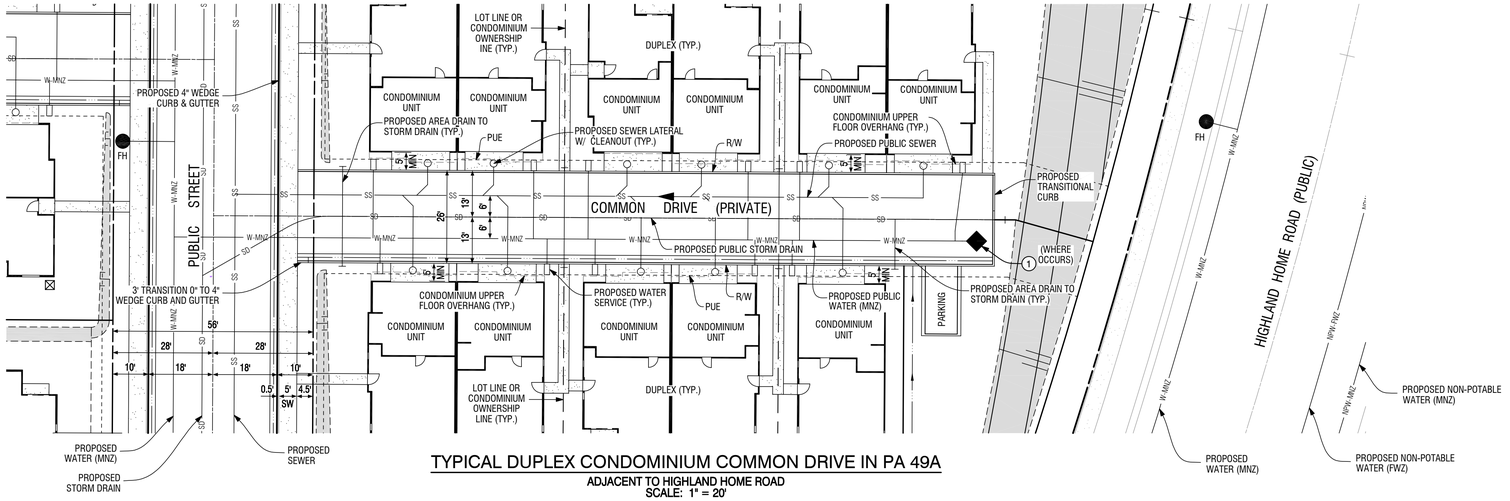
**PREPARED BY:**

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

# ATWELL
## PHASE 3B / TENTATIVE TRACT MAP NO. 39259
### P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
# STREET SECTIONS
### CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
**SHEET 3 OF 16**

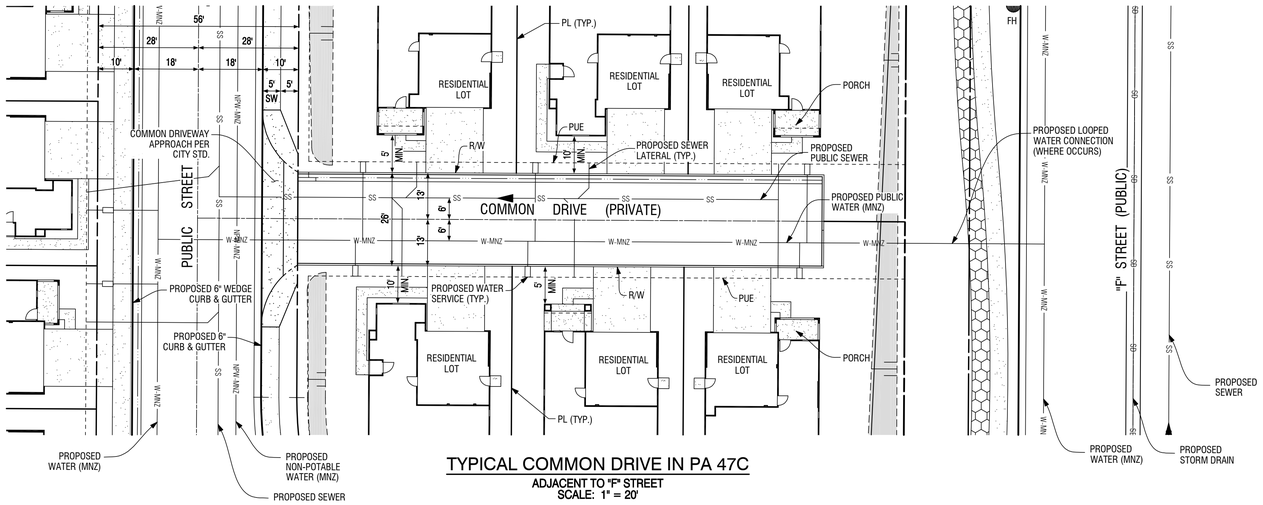
PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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Created: 09.09.2025 07:56:53 AM Author:----
Last Edit: 10.22.2025 06:48:24 PM By: ssandoval
MDS File: 89414-PA6-TENT-03.dwg
Plot Scale: 1" = 1". Dwg Scale: 1" = 60'
Plot Date: 10.30.2025 4:26:02 PM By: ssandoval




## TYPICAL DUPLEX CONDOMINIUM COMMON DRIVE IN PA 49A

ADJACENT TO HIGHLAND HOME ROAD
SCALE: 1" = 20'



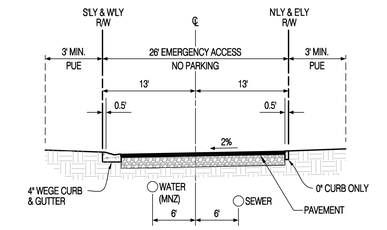

## TYPICAL COMMON DRIVE IN PA 47C

ADJACENT TO "F" STREET
SCALE: 1" = 20'

**GRAPHIC SCALE**

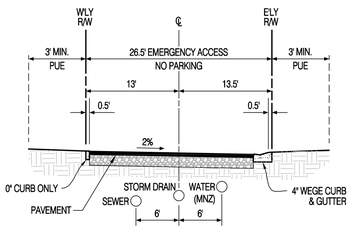
0 10 20 40 60 80

SCALE: 1" = 20'



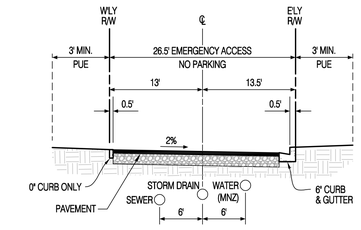

## COMMON DRIVES "A"-"E" & "H"-"P" (PRIVATE)

SCALE 1"=10'



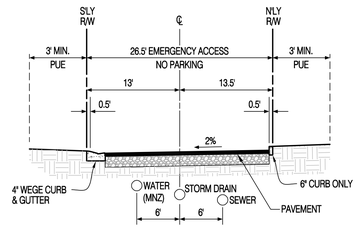

## COMMON DRIVE "F-1" (PRIVATE)

SCALE 1"=10'



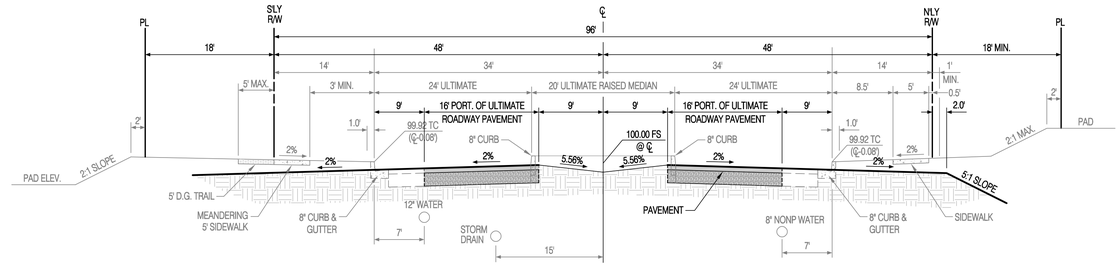

## COMMON DRIVE "F-2" (PRIVATE)

SCALE 1"=10'



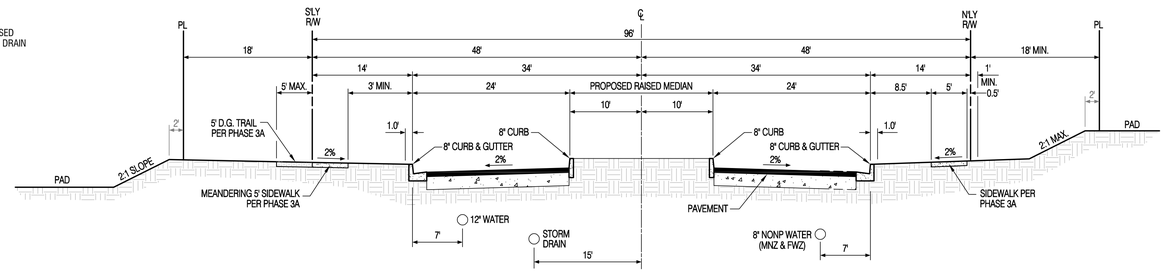

## COMMON DRIVE "G" (PRIVATE)

SCALE 1"=10'




## INTERIM "F" STREET (PUBLIC)

(MODIFIED COLLECTOR STREET)
SCALE 1"=10'




## FUTURE "F" STREET, ATWELL PHASE 3A (PUBLIC)

(MODIFIED COLLECTOR STREET)
SCALE 1"=10'

**PREPARED FOR:**

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

**PREPARED BY:**

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

# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

## P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

# STREET SECTIONS / DETAILS

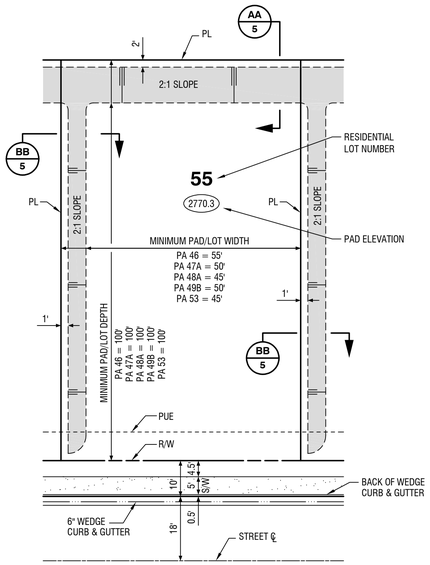
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 4 OF 16

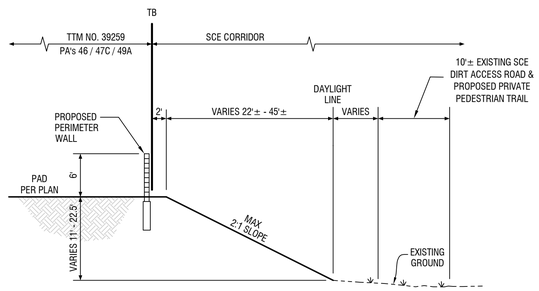
PHASE 3B - TENTATIVE TRACT MAP NO. 39259

MDS Proj. Data: I:\89414\PLANNING\Plans\TTM 37444
Created: 10.30.2025 05:04:33 PM Author:-----
Last Edit: 10.30.2025 05:04:33 PM By: lsandoval

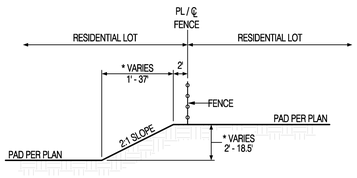
MDS File: 89414-PA6-TENT-04.dwg
Plot Scale: 1" = 1" Dwg Scale: 1" = 60'
Plot Date: 10.31.2025 3:37:22 PM By: ssandoval



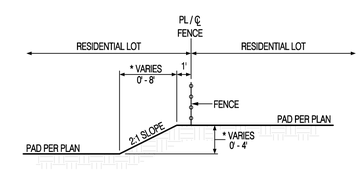

TYPICAL PAD DETAIL
AT PUBLIC STREET
NTS



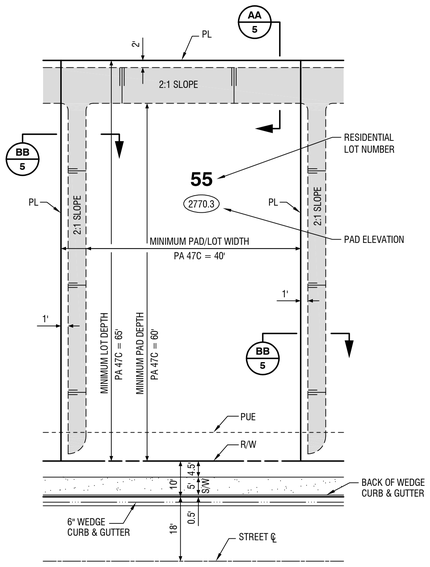

A 7,8 SECTION "A"
LOOKING EAST
NOT TO SCALE



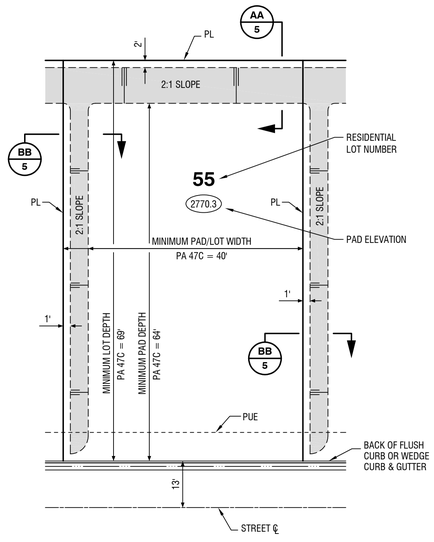

SECTION "AA"
AA 5 TYPICAL REAR-YARD SLOPE SECTION
*REAR YARD SLOPE
SHALL BE LANDSCAPED AND MAINTAINED
BY HOMEOWNER
NTS



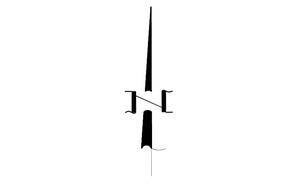

SECTION "BB"
BB 5 TYPICAL SIDE-YARD SLOPE SECTION
* SIDEYARD SLOPES SHALL BE LANDSCAPED
AND MAINTAINED BY HOMEOWNER
NTS

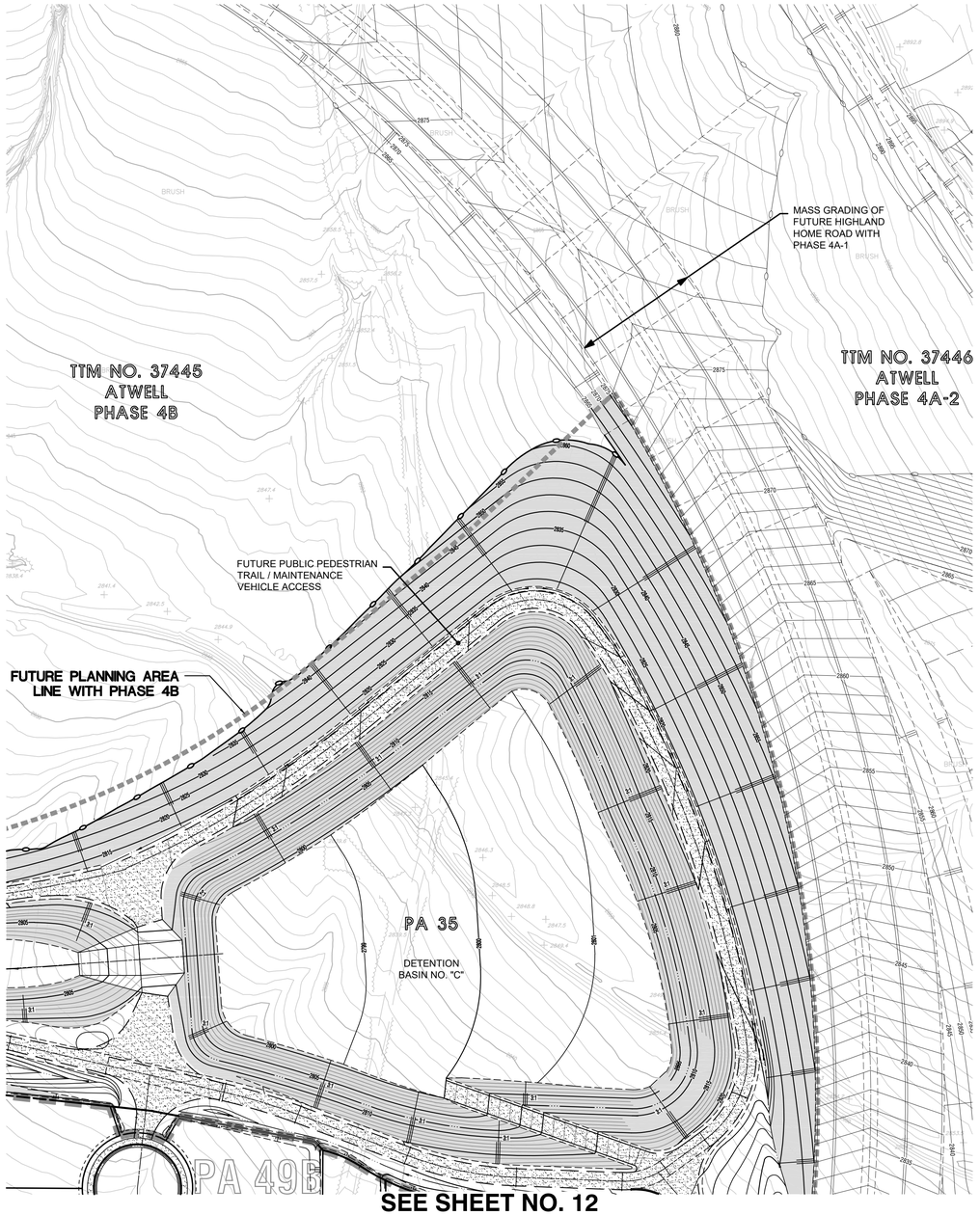



PA 47C TYPICAL PAD DETAIL
AT PUBLIC STREET
NTS




PA 47C TYPICAL PAD DETAIL
AT COMMON DRIVE
NTS




SEE SHEET NO. 12
INSERT "A"
SCALE: 1" = 60'

PREPARED FOR:
tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

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

# ATWELL
## PHASE 3B / TENTATIVE TRACT MAP NO. 39259
### P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
# DETAILS / SECTIONS
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 5 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

MDS Proj. Data: I:\89414\PLANNING\Plans\TTM 37444
Created: 10.30.2025 05:15:26 PM Author:---
Last Edit: 10.31.2025 03:46:39 PM By: lsandoval
MDS File: 89414-PA6-TENT-05.dwg
Plot Scale: 1" = 1"; Dwg Scale: 1" = 60'
Plot Date: 10.31.2025 3:46:54 PM By: lsandoval

# RESIDENTIAL LOT SUMMARY

## PLANNING AREA 47A (LDR)

### LOT AREA SUMMARY
### LOTS 1 - 67

| LOT # | LOT AREA (SQ. FT.) | PAD AREA (SQ. FT.) |
|---|---|---|
| 1 | 9,067 | 9,067 |
| 2 | 5,595 | 5,595 |
| 3 | 5,811 | 5,811 |
| 4 | 5,687 | 5,687 |
| 5 | 5,530 | 5,530 |
| 6 | 5,484 | 5,484 |
| 7 | 5,470 | 5,470 |
| 8 | 5,397 | 5,397 |
| 9 | 5,150 | 5,150 |
| 10 | 5,150 | 5,150 |
| 11 | 5,150 | 5,150 |
| 12 | 5,150 | 5,150 |
| 13 | 5,150 | 5,150 |
| 14 | 5,150 | 5,150 |
| 15 | 5,150 | 5,150 |
| 16 | 6,565 | 6,544 |
| 17 | 10,779 | 6,855 |
| 18 | 6,700 | 5,189 |
| 19 | 6,699 | 5,222 |
| 20 | 6,664 | 5,235 |
| 21 | 6,614 | 5,249 |
| 22 | 6,564 | 5,283 |
| 23 | 6,516 | 5,331 |
| 24 | 6,500 | 5,415 |
| 25 | 6,732 | 5,774 |
| 26 | 6,905 | 6,029 |
| 27 | 6,899 | 6,084 |
| 28 | 6,830 | 6,024 |
| 29 | 10,568 | 8,454 |
| 30 | 7,284 | 5,899 |
| 31 | 5,500 | 5,500 |
| 32 | 5,528 | 5,528 |
| 33 | 5,937 | 5,937 |
| 34 | 5,841 | 5,841 |
| 35 | 5,350 | 5,350 |
| 36 | 5,325 | 5,325 |
| 37 | 5,275 | 5,275 |
| 38 | 5,225 | 5,225 |
| 39 | 5,175 | 5,175 |
| 40 | 5,150 | 5,150 |
| 41 | 5,150 | 5,150 |
| 42 | 7,458 | 5,800 |
| 43 | 12,255 | 9,238 |
| 44 | 7,156 | 7,156 |
| 45 | 7,339 | 7,339 |
| 46 | 6,520 | 6,520 |
| 47 | 5,830 | 5,830 |
| 48 | 5,200 | 5,200 |
| 49 | 5,200 | 5,200 |
| 50 | 5,614 | 5,614 |
| 51 | 5,733 | 5,733 |
| 52 | 5,244 | 5,244 |
| 53 | 5,414 | 5,414 |
| 54 | 8,441 | 7,166 |
| 55 | 6,951 | 6,951 |
| 56 | 6,337 | 6,337 |
| 57 | 6,242 | 6,242 |
| 58 | 5,788 | 5,788 |
| 59 | 5,250 | 5,250 |
| 60 | 5,551 | 5,551 |
| 61 | 5,890 | 5,890 |
| 62 | 5,250 | 5,250 |
| 63 | 5,250 | 5,250 |
| 64 | 6,406 | 6,406 |
| 65 | 6,253 | 6,253 |
| 66 | 5,250 | 5,250 |
| 67 | 5,355 | 5,355 |

## PLANNING AREA 48A (MDR)

### LOT AREA SUMMARY
### LOTS 68 - 138

| LOT # | LOT AREA (SQ. FT.) | PAD AREA (SQ. FT.) |
|---|---|---|
| 68 | 5,830 | 5,809 |
| 69 | 4,635 | 4,635 |
| 70 | 4,635 | 4,635 |
| 71 | 4,635 | 4,635 |
| 72 | 4,635 | 4,635 |
| 73 | 4,635 | 4,635 |
| 74 | 4,635 | 4,635 |
| 75 | 4,636 | 4,636 |
| 76 | 4,575 | 4,575 |
| 77 | 7,697 | 7,697 |
| 78 | 14,824 | 12,961 |
| 79 | 10,315 | 7,584 |
| 80 | 6,939 | 5,072 |
| 81 | 6,930 | 5,121 |
| 82 | 6,975 | 5,164 |
| 83 | 8,033 | 5,907 |
| 84 | 10,985 | 7,426 |
| 85 | 6,846 | 5,277 |
| 86 | 6,587 | 5,324 |
| 87 | 5,784 | 5,060 |
| 88 | 11,302 | 9,117 |
| 89 | 13,933 | 12,289 |
| 90 | 6,461 | 6,461 |
| 91 | 5,017 | 5,017 |
| 92 | 4,950 | 4,950 |
| 93 | 4,763 | 4,763 |
| 94 | 4,725 | 4,725 |
| 95 | 4,725 | 4,725 |
| 96 | 4,725 | 4,725 |
| 97 | 4,725 | 4,725 |
| 98 | 4,725 | 4,725 |
| 99 | 4,864 | 4,864 |
| 100 | 5,481 | 5,481 |
| 101 | 5,481 | 5,481 |
| 102 | 5,338 | 5,338 |
| 103 | 9,220 | 7,582 |
| 104 | 4,590 | 4,590 |
| 105 | 4,590 | 4,590 |
| 106 | 4,590 | 4,590 |
| 107 | 4,590 | 4,590 |
| 108 | 4,590 | 4,590 |
| 109 | 4,590 | 4,590 |
| 110 | 4,590 | 4,590 |
| 111 | 6,915 | 5,943 |
| 112 | 9,312 | 5,546 |
| 113 | 5,985 | 4,594 |
| 114 | 5,985 | 4,598 |
| 115 | 5,985 | 4,607 |
| 116 | 5,985 | 4,611 |
| 117 | 5,985 | 4,616 |
| 118 | 5,985 | 4,629 |
| 119 | 5,985 | 4,634 |
| 120 | 9,430 | 6,050 |
| 121 | 7,115 | 5,431 |
| 122 | 4,590 | 4,590 |
| 123 | 4,590 | 4,590 |
| 124 | 4,590 | 4,590 |
| 125 | 4,590 | 4,590 |
| 126 | 4,590 | 4,590 |
| 127 | 4,590 | 4,590 |
| 128 | 4,590 | 4,590 |
| 129 | 7,115 | 5,998 |
| 130 | 9,571 | 6,162 |
| 131 | 6,075 | 4,749 |
| 132 | 6,075 | 4,744 |
| 133 | 6,075 | 4,735 |
| 134 | 6,075 | 4,735 |
| 135 | 6,075 | 4,726 |
| 136 | 6,075 | 4,712 |
| 137 | 6,075 | 4,699 |
| 138 | 8,568 | 5,168 |

## PLANNING AREA 53 (MDR)

### LOT AREA SUMMARY
### LOTS 139 - 194

| LOT # | LOT AREA (SQ. FT.) | PAD AREA (SQ. FT.) |
|---|---|---|
| 139 | 6,611 | 5,926 |
| 140 | 5,590 | 4,933 |
| 141 | 5,590 | 4,937 |
| 142 | 5,614 | 5,011 |
| 143 | 8,749 | 8,199 |
| 144 | 13,100 | 13,100 |
| 145 | 5,143 | 5,143 |
| 146 | 4,688 | 4,688 |
| 147 | 4,995 | 4,643 |
| 148 | 6,191 | 5,808 |
| 149 | 6,718 | 6,320 |
| 150 | 6,428 | 6,428 |
| 151 | 5,600 | 5,600 |
| 152 | 5,598 | 5,598 |
| 153 | 5,686 | 5,358 |
| 154 | 9,517 | 9,097 |
| 155 | 12,609 | 12,105 |
| 156 | 6,806 | 5,938 |
| 157 | 5,939 | 4,979 |
| 158 | 5,899 | 4,959 |
| 159 | 5,899 | 4,959 |
| 160 | 5,921 | 4,962 |
| 161 | 5,876 | 4,959 |
| 162 | 5,952 | 5,952 |
| 163 | 7,054 | 6,229 |
| 164 | 6,506 | 6,004 |
| 165 | 7,573 | 6,952 |
| 166 | 7,358 | 6,900 |
| 167 | 7,539 | 7,280 |
| 168 | 7,563 | 6,290 |
| 169 | 7,793 | 6,379 |
| 170 | 7,844 | 6,443 |
| 171 | 6,259 | 5,250 |
| 172 | 9,428 | 6,146 |
| 173 | 12,265 | 6,648 |
| 174 | 8,038 | 6,057 |
| 175 | 7,306 | 5,557 |
| 176 | 7,485 | 5,664 |
| 177 | 7,071 | 5,385 |
| 178 | 6,850 | 5,248 |
| 179 | 12,118 | 8,134 |
| 180 | 7,226 | 5,145 |
| 181 | 5,116 | 4,622 |
| 182 | 5,132 | 4,660 |
| 183 | 5,852 | 5,361 |
| 184 | 6,355 | 5,785 |
| 185 | 6,114 | 5,513 |
| 186 | 6,512 | 5,828 |
| 187 | 6,579 | 5,844 |
| 188 | 10,331 | 6,484 |
| 189 | 7,577 | 5,548 |
| 190 | 7,274 | 5,434 |
| 191 | 6,891 | 5,201 |
| 192 | 6,308 | 4,803 |
| 193 | 6,284 | 4,764 |
| 194 | 6,609 | 5,091 |
| 195 | 7,555 | 5,888 |
| 196 | 6,928 | 4,863 |
| 197 | 6,613 | 4,804 |
| 198 | 9,196 | 5,887 |
| 199 | 9,109 | 6,303 |
| 200 | 6,315 | 5,572 |
| 201 | 6,315 | 5,572 |
| 202 | 6,315 | 5,572 |
| 203 | 6,178 | 5,551 |

## PLANNING AREA 49B (LDR)

### LOT AREA SUMMARY
### LOTS 195 - 234

| LOT # | LOT AREA (SQ. FT.) | PAD AREA (SQ. FT.) |
|---|---|---|
| 204 | 5,798 | 5,689 |
| 205 | 5,764 | 5,764 |
| 206 | 8,931 | 8,932 |
| 207 | 10,725 | 10,725 |
| 208 | 12,820 | 11,630 |
| 209 | 13,128 | 10,260 |
| 210 | 6,954 | 5,896 |
| 211 | 9,203 | 6,856 |
| 212 | 8,891 | 6,957 |
| 213 | 5,952 | 5,952 |
| 214 | 5,332 | 5,332 |
| 215 | 9,400 | 9,400 |
| 216 | 8,165 | 7,037 |
| 217 | 6,156 | 5,586 |
| 218 | 9,261 | 7,433 |
| 219 | 7,873 | 7,258 |
| 220 | 5,847 | 5,847 |
| 221 | 5,410 | 5,410 |
| 222 | 6,891 | 6,682 |
| 223 | 10,881 | 9,603 |
| 224 | 10,704 | 8,770 |
| 225 | 10,787 | 9,588 |
| 226 | 6,662 | 6,126 |
| 227 | 6,645 | 5,956 |
| 228 | 5,924 | 5,303 |
| 229 | 5,765 | 5,241 |
| 230 | 5,820 | 5,296 |
| 231 | 6,708 | 6,175 |
| 232 | 6,171 | 5,681 |
| 233 | 5,875 | 5,341 |
| 234 | 9,468 | 7,082 |

## PLANNING AREA 46 (LDR)

### LOT AREA SUMMARY
### LOTS 235 - 366

| LOT # | LOT AREA (SQ. FT.) | PAD AREA (SQ. FT.) |
|---|---|---|
| 235 | 7,552 | 7,552 |
| 236 | 11,389 | 11,389 |
| 237 | 9,333 | 9,333 |
| 238 | 6,185 | 6,185 |
| 239 | 6,325 | 6,325 |
| 240 | 6,325 | 6,325 |
| 241 | 6,325 | 6,325 |
| 242 | 6,325 | 6,325 |
| 243 | 6,325 | 6,325 |
| 244 | 6,325 | 6,325 |
| 245 | 6,325 | 6,325 |
| 246 | 6,325 | 6,325 |
| 247 | 7,572 | 7,572 |
| 248 | 7,599 | 7,599 |
| 249 | 5,976 | 5,976 |
| 250 | 12,010 | 12,010 |
| 251 | 15,109 | 13,029 |
| 252 | 7,851 | 6,329 |
| 253 | 7,604 | 5,998 |
| 254 | 7,718 | 6,121 |
| 255 | 8,824 | 7,197 |
| 256 | 7,608 | 6,236 |
| 257 | 7,591 | 6,272 |
| 258 | 7,621 | 6,375 |
| 259 | 7,628 | 6,443 |
| 260 | 7,686 | 6,593 |
| 261 | 7,686 | 6,768 |
| 262 | 7,686 | 6,768 |
| 263 | 7,407 | 6,775 |
| 264 | 6,520 | 6,520 |
| 265 | 13,646 | 11,393 |
| 266 | 6,443 | 6,125 |
| 267 | 7,019 | 6,206 |
| 268 | 8,208 | 7,238 |
| 269 | 9,592 | 8,508 |
| 270 | 12,072 | 9,865 |
| 271 | 6,308 | 5,671 |
| 272 | 6,347 | 5,599 |
| 273 | 7,966 | 6,020 |
| 274 | 10,482 | 8,995 |
| 275 | 11,077 | 10,118 |
| 276 | 10,492 | 9,907 |
| 277 | 8,245 | 7,471 |
| 278 | 8,061 | 7,304 |
| 279 | 7,015 | 6,190 |
| 280 | 7,015 | 6,190 |
| 281 | 7,015 | 6,186 |
| 282 | 7,015 | 6,163 |
| 283 | 7,130 | 6,151 |
| 284 | 7,868 | 6,822 |
| 285 | 8,495 | 7,288 |
| 286 | 7,945 | 6,679 |
| 287 | 7,861 | 6,866 |
| 288 | 7,984 | 7,103 |
| 289 | 7,347 | 6,490 |
| 290 | 7,038 | 6,181 |
| 291 | 7,038 | 6,159 |
| 292 | 7,038 | 6,187 |
| 293 | 9,404 | 7,259 |
| 294 | 6,930 | 5,905 |
| 295 | 6,875 | 5,830 |
| 296 | 6,875 | 5,791 |
| 297 | 6,875 | 5,764 |
| 298 | 6,875 | 5,731 |
| 299 | 6,902 | 5,736 |
| 300 | 6,958 | 5,753 |
| 301 | 6,985 | 5,753 |
| 302 | 6,985 | 5,720 |
| 303 | 6,985 | 5,714 |
| 304 | 6,985 | 5,742 |
| 305 | 9,148 | 6,753 |
| 306 | 7,486 | 6,103 |
| 307 | 5,610 | 5,610 |
| 308 | 5,610 | 5,610 |
| 309 | 5,610 | 5,610 |
| 310 | 5,610 | 5,610 |
| 311 | 5,638 | 5,638 |
| 312 | 5,692 | 5,692 |
| 313 | 5,720 | 5,720 |
| 314 | 5,720 | 5,720 |
| 315 | 5,720 | 5,720 |
| 316 | 5,720 | 5,720 |
| 317 | 5,665 | 5,665 |
| 318 | 7,691 | 6,114 |
| 319 | 9,926 | 6,858 |
| 320 | 7,260 | 5,728 |
| 321 | 7,260 | 5,745 |
| 322 | 7,260 | 5,751 |
| 323 | 7,228 | 5,730 |
| 324 | 7,173 | 5,691 |
| 325 | 7,150 | 5,675 |
| 326 | 7,150 | 5,679 |
| 327 | 7,150 | 5,686 |
| 328 | 7,150 | 5,708 |
| 329 | 7,150 | 5,738 |
| 330 | 7,150 | 5,775 |
| 331 | 8,988 | 6,212 |
| 332 | 7,635 | 6,216 |
| 333 | 5,720 | 5,720 |
| 334 | 5,720 | 5,720 |
| 335 | 5,720 | 5,720 |
| 336 | 5,720 | 5,720 |
| 337 | 5,720 | 5,720 |
| 338 | 5,720 | 5,720 |
| 339 | 5,692 | 5,692 |
| 340 | 5,638 | 5,637 |
| 341 | 5,610 | 5,610 |
| 342 | 5,610 | 5,610 |
| 343 | 9,770 | 8,154 |
| 344 | 9,196 | 6,182 |
| 345 | 7,275 | 5,702 |
| 346 | 7,275 | 5,686 |
| 347 | 7,275 | 5,664 |
| 348 | 7,275 | 5,643 |
| 349 | 7,275 | 5,613 |
| 350 | 7,275 | 5,599 |
| 351 | 7,275 | 5,569 |
| 352 | 7,275 | 5,575 |
| 353 | 7,275 | 5,637 |
| 354 | 7,275 | 5,694 |
| 355 | 9,147 | 6,135 |
| 356 | 10,218 | 8,424 |
| 357 | 5,555 | 5,555 |
| 358 | 5,555 | 5,555 |
| 359 | 5,555 | 5,555 |
| 360 | 5,555 | 5,555 |
| 361 | 5,555 | 5,555 |
| 362 | 5,555 | 5,555 |
| 363 | 5,555 | 5,555 |
| 364 | 5,555 | 5,555 |
| 365 | 5,555 | 5,555 |
| 366 | 9,052 | 7,414 |

## PLANNING AREA 47C (MDR)

### LOT AREA SUMMARY
### LOTS 367 - 544

| LOT # | LOT AREA (SQ. FT.) | PAD AREA (SQ. FT.) |
|---|---|---|
| 367 | 2,822 | 2,822 |
| 368 | 3,080 | 3,080 |
| 369 | 2,800 | 2,800 |
| 370 | 3,080 | 3,080 |
| 371 | 2,800 | 2,800 |
| 372 | 3,220 | 3,220 |
| 373 | 3,080 | 3,080 |
| 374 | 2,800 | 2,800 |
| 375 | 3,220 | 3,220 |
| 376 | 3,080 | 3,080 |
| 377 | 2,800 | 2,800 |
| 378 | 3,220 | 3,220 |
| 379 | 3,080 | 3,080 |
| 380 | 2,800 | 2,800 |
| 381 | 3,850 | 3,850 |
| 382 | 4,122 | 3,158 |
| 383 | 3,388 | 2,719 |
| 384 | 3,542 | 2,809 |
| 385 | 3,080 | 2,420 |
| 386 | 3,388 | 2,669 |
| 387 | 3,080 | 2,435 |
| 388 | 3,619 | 2,871 |
| 389 | 3,311 | 2,633 |
| 390 | 3,388 | 2,706 |
| 391 | 3,080 | 2,465 |
| 392 | 3,388 | 2,720 |
| 393 | 3,542 | 2,854 |
| 394 | 3,080 | 2,489 |
| 395 | 3,388 | 2,744 |
| 396 | 5,101 | 3,729 |
| 397 | 3,852 | 3,205 |
| 398 | 2,600 | 2,600 |
| 399 | 2,990 | 2,990 |
| 400 | 2,860 | 2,860 |
| 401 | 2,665 | 2,665 |
| 402 | 2,990 | 2,990 |
| 403 | 2,860 | 2,860 |
| 404 | 2,600 | 2,600 |
| 405 | 3,055 | 3,055 |
| 406 | 2,860 | 2,860 |
| 407 | 2,600 | 2,600 |
| 408 | 2,990 | 2,990 |
| 409 | 2,860 | 2,860 |
| 410 | 2,600 | 2,600 |
| 411 | 4,242 | 3,640 |
| 412 | 4,369 | 3,217 |
| 413 | 3,436 | 2,806 |
| 414 | 3,070 | 2,497 |
| 415 | 3,388 | 2,758 |
| 416 | 3,619 | 2,934 |
| 417 | 3,388 | 2,753 |
| 418 | 3,311 | 2,695 |
| 419 | 3,773 | 3,067 |
| 420 | 3,157 | 2,559 |
| 421 | 3,388 | 2,751 |
| 422 | 3,542 | 2,878 |
| 423 | 3,080 | 2,501 |
| 424 | 3,388 | 2,750 |
| 425 | 3,542 | 2,875 |
| 426 | 4,200 | 3,059 |
| 427 | 4,132 | 3,467 |
| 428 | 3,055 | 3,055 |
| 429 | 2,665 | 2,665 |
| 430 | 2,925 | 2,925 |
| 431 | 3,055 | 3,055 |
| 432 | 2,730 | 2,730 |
| 433 | 2,990 | 2,990 |
| 434 | 2,665 | 2,665 |
| 435 | 3,120 | 3,120 |
| 436 | 2,990 | 2,990 |
| 437 | 3,055 | 3,055 |
| 438 | 2,925 | 2,925 |
| 439 | 2,714 | 2,714 |
| 440 | 5,276 | 4,698 |
| 441 | 3,939 | 2,798 |
| 442 | 3,085 | 2,458 |
| 443 | 3,388 | 2,743 |
| 444 | 3,542 | 2,878 |
| 445 | 3,388 | 2,753 |
| 446 | 3,157 | 2,558 |
| 447 | 3,850 | 3,130 |
| 448 | 3,388 | 2,751 |
| 449 | 3,388 | 2,752 |
| 450 | 3,542 | 2,879 |
| 451 | 3,157 | 2,559 |
| 452 | 3,388 | 2,744 |
| 453 | 3,542 | 2,876 |
| 454 | 3,080 | 2,504 |
| 455 | 4,430 | 3,248 |
| 456 | 3,924 | 3,314 |
| 457 | 2,860 | 2,860 |
| 458 | 2,665 | 2,665 |
| 459 | 2,990 | 2,990 |
| 460 | 2,860 | 2,860 |
| 461 | 2,600 | 2,600 |
| 462 | 2,990 | 2,990 |
| 463 | 2,600 | 2,600 |
| 464 | 2,860 | 2,860 |
| 465 | 2,665 | 2,665 |
| 466 | 2,990 | 2,990 |
| 467 | 2,860 | 2,860 |
| 468 | 2,665 | 2,665 |
| 469 | 3,060 | 3,060 |
| 470 | 3,017 | 3,017 |
| 471 | 6,012 | 4,321 |
| 472 | 3,887 | 2,882 |
| 473 | 3,362 | 2,658 |
| 474 | 3,772 | 2,975 |
| 475 | 3,280 | 2,593 |
| 476 | 3,854 | 3,049 |
| 477 | 4,018 | 3,176 |
| 478 | 3,690 | 2,911 |
| 479 | 3,280 | 2,589 |
| 480 | 3,772 | 2,973 |
| 481 | 3,690 | 2,908 |
| 482 | 3,280 | 2,585 |
| 483 | 3,772 | 2,980 |
| 484 | 5,783 | 4,218 |
| 485 | 5,310 | 4,386 |
| 486 | 2,665 | 2,665 |
| 487 | 2,990 | 2,990 |
| 488 | 2,665 | 2,665 |
| 489 | 3,250 | 3,250 |
| 490 | 2,600 | 2,600 |
| 491 | 2,925 | 2,925 |
| 492 | 2,600 | 2,600 |
| 493 | 2,990 | 2,990 |
| 494 | 2,665 | 2,665 |
| 495 | 2,860 | 2,860 |
| 496 | 2,990 | 2,990 |
| 497 | 2,600 | 2,600 |
| 498 | 4,530 | 3,955 |
| 499 | 3,701 | 3,154 |
| 500 | 3,174 | 2,950 |
| 501 | 4,528 | 3,101 |
| 502 | 4,552 | 3,471 |
| 503 | 3,312 | 3,312 |
| 504 | 4,098 | 3,535 |
| 505 | 4,209 | 3,547 |
| 506 | 3,312 | 3,312 |
| 507 | 4,483 | 3,639 |
| 508 | 4,838 | 3,922 |
| 509 | 3,337 | 3,036 |
| 510 | 4,047 | 3,167 |
| 511 | 4,179 | 3,610 |
| 512 | 3,243 | 3,243 |
| 513 | 3,981 | 3,613 |
| 514 | 4,134 | 3,302 |
| 515 | 3,408 | 3,361 |
| 516 | 4,198 | 3,703 |
| 517 | 3,910 | 3,256 |
| 518 | 3,174 | 3,174 |
| 519 | 4,792 | 3,966 |
| 520 | 5,157 | 3,063 |
| 521 | 3,075 | 2,659 |
| 522 | 4,133 | 3,199 |
| 523 | 4,994 | 2,927 |
| 524 | 3,420 | 3,114 |
| 525 | 3,117 | 2,801 |
| 526 | 3,786 | 3,499 |
| 527 | 3,361 | 3,171 |
| 528 | 3,179 | 3,179 |
| 529 | 2,871 | 2,871 |
| 530 | 3,360 | 3,079 |
| 531 | 3,500 | 3,220 |
| 532 | 3,140 | 2,855 |
| 533 | 3,532 | 3,276 |
| 534 | 3,426 | 3,141 |
| 535 | 3,136 | 2,866 |
| 536 | 3,560 | 3,304 |
| 537 | 3,426 | 3,141 |
| 538 | 3,140 | 2,855 |
| 539 | 3,632 | 3,376 |
| 540 | 3,569 | 3,284 |
| 541 | 3,212 | 2,927 |
| 542 | 3,555 | 3,555 |
| 543 | 5,524 | 5,524 |
| 544 | 6,182 | 6,182 |

## PLANNING AREA 49A (MDR)

### LOT AREA SUMMARY
### LOTS 545 - 580

| LOT # | LOT AREA (SQ. FT.) |
|---|---|
| 545 | 26,320 |
| 546 | 27,349 |
| 547 | 11,099 |
| 548 | 10,313 |
| 549 | 11,016 |
| 550 | 10,312 |
| 551 | 16,462 |
| 552 | 12,201 |
| 553 | 18,180 |
| 554 | 12,093 |
| 555 | 13,042 |
| 556 | 15,952 |
| 557 | 17,711 |
| 558 | 12,856 |
| 559 | 27,161 |
| 560 | 25,027 |
| 561 | 25,222 |
| 562 | 14,513 |
| 563 | 27,712 |
| 564 | 11,712 |
| 565 | 11,590 |
| 566 | 12,920 |
| 567 | 13,056 |
| 568 | 11,520 |
| 569 | 11,400 |
| 570 | 12,730 |
| 571 | 12,864 |
| 572 | 11,520 |
| 573 | 11,400 |
| 574 | 12,730 |
| 575 | 12,864 |
| 576 | 11,520 |
| 577 | 11,400 |
| 578 | 13,299 |
| 579 | 13,439 |
| 580 | 22,037 |

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:

MDS CONSULTING
5 PETERS CANYON ROAD
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IRVINE, CA 92606
(949) 251-8821
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PLANNERS ENGINEERS SURVEYORS

# ATWELL
## PHASE 3B / TENTATIVE TRACT MAP NO. 39259
## P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
# AREA SUMMARIES
## CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 6 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

MDS Proj. Data: I:\89414\PLANNING\Plans\TTM 37444
Created: 08.08.2025 10:18:12 AM Author:station118
Last Edit: 09.04.2025 01:33:45 PM By: ssandoval

MDS File: 89414-XR-BDR-TTM-PLANS.dwg
Plot Scale: 1" = 1' Dwg Scale: 1' = 60'
Plot Date: 04.19.2018 6:19:41 PM By: ssandoval

SEE SHEET NO. 9

SEE SHEET NO. 8

PROPOSED MAINTENANCE ACCESS RAMP

EXISTING INTERIM SMITH CREEK DETENTION BASIN

FUTURE PUBLIC PEDESTRIAN TRAIL/MAINTENANCE VEHICLE ACCESS ROAD WITH PHASE 3A

FUTURE PLANNING AREA LINE WITH PHASE 3A

END OF PUBLIC PEDESTRIAN TRAIL/MAINTENANCE VEHICLE ACCESS ROAD WITH PHASE 3B

FUTURE TTM NO. 37443 ATWELL PHASE 3A

JOIN EXISTING INTERIM STORM DRAIN FOR INTERIM OUTLET INTO EXTENDED BMP BASIN NO. 23

PROPOSED 5' WIDE EARTHEN BERM

TTM BOUNDARY

PROPOSED SMITH CREEK

EXTENDED DETENTION BASIN BMP NO. 23 (WS=2699)

PA 35D

SITE DISTANCE LINE

SITE DISTANCE AREA

STREET "E" 0.93 AC

STREET "G" 1.06 AC

STREET "H"

STREET "K"

STREET "M"

STREET "N"

STREET "O"

LOT 'N' 0.11 AC OPEN SPACE

LOT 'I' 0.05 AC OPEN SPACE

LOT 'P' 0.07 AC OPEN SPACE

LOT 'O' 0.14 AC OPEN SPACE

LOT 'U' 0.05 AC OPEN SPACE

PROPOSED PUBLIC PEDESTRIAN TRAIL/MAINTENANCE ACCESS ROAD

PROPOSED MAINTENANCE ACCESS GATES

PROPOSED MAINTENANCE ACCESS RAMP

PROPOSED DRAINAGE DROP STRUCTURE (TYP.)

FUTURE PLANNING AREA LINE WITH PHASE 3A

JOIN EXISTING SMITH CREEK

SOUTHERN CALIFORNIA EDISON CORRIDOR

EXISTING SCE DIRT ACCESS ROAD & PROPOSED PRIVATE PEDESTRIAN TRAIL

EXISTING SCE DIRT ACCESS ROAD

EXISTING PAVED ACCESS ROAD WITH CULVERT AT CROSSING OF SMITH CREEK

FUTURE PLANNING AREA LINE WITH PHASE 3A

PROPOSED PUBLIC PEDESTRIAN TRAIL/MAINTENANCE VEHICLE ACCESS IN PUBLIC EASEMENT

ORIGINAL LOCATION OF SMITH CREEK TO BE REMOVED

PROPOSED CULVERT

PA 35C

EXISTING SMITH CREEK

TTM BOUNDARY

JOIN EXISTING STORM DRAIN

EXISTING SCE DIRT ACCESS ROAD & PROPOSED PRIVATE PEDESTRIAN TRAIL

PROPOSED CULVERT

PROPOSED DRAINAGE

EXISTING SCE TOWER (TYP.)

LOT 'SS' PARK 16.08 AC

5' WIDE EARTHEN BERM

PA 37

EXTENDED DETENTION BASIN BMP NO. 25 (WS=2682.6)

PROPOSED PAVED PUBLIC MAINTENANCE ACCESS ROAD

EXISTING DRAINAGE TO BE REMOVED

EXISTING EARTHEN DRAINAGE BERM TO BE REMOVED

PROPOSED DRAINAGE

EXISTING DRAINAGE

TTM BOUNDARY

JOIN 12" EXISTING SEWER

TTM NO. 37390 ATWELL PHASE 1B

PA 50B

PA 35

EXISTING DETENTION BASIN NO. 24 (WS=2660)

JOIN EXISTING PUBLIC PEDESTRIAN TRAIL/MAINTENANCE ACCESS ROAD

PA 16A

EXISTING PUBLIC TRAIL/MAINTENANCE ACCESS ROAD

EXISTING 12" SEWER

TTM NO. 37388 ATWELL PHASE 2B

PA 16B

POPLAR LANE

DRAGONFLY STREET

DOGWOOD PLACE

## LEGEND:

(60') LOT MIDPOINT DIMENSION

## NOTES:

2 PROPOSED PUBLIC SEWER EASEMENT

3 PROPOSED PUBLIC STORM DRAIN EASEMENT

4 EXISTING INTERIM DETENTION BASIN TO BE REMOVED.

5 EXISTING INTERIM SMITH CREEK DIVERSION CHANNEL TO BE REMOVED.

GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )

1 inch = 60 ft.

SCALE 1"=60'

PREPARED FOR:

tri pointe HOMES

1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:

MDS CONSULTING

5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
(949) 251-8821
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PLANNERS ENGINEERS SURVEYORS

# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

P.A.'s 31, 35D, 35E, 36, **37, 46,** 47A, **47C,** 48A, 49A, 49B, 53 & 63A

# TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 7 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

MDS Proj. Data: I:\89414\PLANNING\Plans\TTM 37444
Created: 08.08.2025 10:18:12 AM Author:station118
Last Edit: 09.04.2025 01:33:45 PM By: lsandoval

MDS File: 89414-XR-BDR-TTM-PLANS.dwg
Plot Scale: 1" = 1'- 0" Dwg Scale: 1" = 60'
Plot Date: 04.19.2018 6:19:41 PM By: ssandoval

SEE SHEET NO. 10

SEE SHEET NO. 7

STREET "M"
STREET "N"
STREET "O"
STREET "P"
STREET "I"
ST. "U"
ST "R"
DR "I"
DR "M"
DRIVE "L"
DRIVE "M"
DR "P"
HOME ROAD
HIGHLAND

LOT 560
LOT 561
LOT 562
LOT 563
LOT 564
LOT 565
LOT 566
LOT 567
LOT 568
LOT 569
LOT 570
LOT 571
LOT 572
LOT 573
LOT 545
LOT 546
LOT 547
LOT 548
LOT 549

LOT 'AA' 0.11 AC OPEN SPACE
LOT 'BB' 0.07 AC OPEN SPACE
LOT 'CC' 0.14 AC OPEN SPACE
LOT 'V' 0.15 AC OPEN SPACE
LOT 'W' 0.02 AC OPEN SPACE
LOT 'X' 0.03 AC OPEN SPACE
LOT 'Y' 0.11 AC OPEN SPACE
LOT 'TT' PARK 7.14 AC

PUBLIC UTILITY EASEMENT OVER LOT "AA"
PROPOSED PARKING STALLS
PROPOSED PRIVATE PEDESTRIAN TRAIL
PROPOSED MAINTENANCE ACCESS RAMP
EXISTING SCE DIRT ACCESS ROAD & PROPOSED PRIVATE PEDESTRIAN TRAIL
EXISTING DRAINAGE TO BE REMOVED
EXTENDED DETENTION BASIN BMP NO. 25 (WS=2682.6)
EXISTING EARTHEN DRAINAGE BERM TO BE REMOVED
PROPOSED DRAINAGE
EXISTING SCE TOWER (TYP.)
EXTENDED DETENTION BASIN BMP NO. 26 (WS=2691)
PROPOSED CULVERT
EXISTING DRAINAGE
EXTENDED DETENTION BASIN BMP NO. 33 (WS=2702)
PROPOSED MAINTENANCE ACCESS RAMP
SOUTHERN CALIFORNIA EDISON CORRIDOR

JOIN WATER PER PHASE 4A-1
TTM NO. 39262 ATWELL PHASE 4A-1
TTM BOUNDARY
PROPOSED SCE MAINTENANCE ACCESS CROSSING
ULTIMATE HIGHLAND HOME ROAD R/W (BY OTHERS)
EXISTING SCE DIRT ACCESS ROAD
EXISTING R/W
PROPOSED MAINTENANCE ACCESS ROAD & PRIVATE PEDESTRIAN TRAIL
STREET CENTERLINE
HIGHLAND HOME ROAD IMPROVEMENTS WITH PHASE 4A-1
PROPOSED R/W
VACANT APN 535-020-004 (LARSON)
EXISTING EARTHEN DITCH
EXISTING HIGHLAND HOME ROAD IMPROVEMENTS
EXISTING 8" CURB & GUTTER

PA 37
PA 36
PA 74
PA 50A
PA 16B
PA 48B
PA 15A

TTM NO. 37388 ATWELL PHASE 2B
POPLAR LANE
CORK PLACE
TALLOW PLACE
DRIVE 'L'
DRIVE 'E'

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L6 | N 32°02'00" W | 30' |
| L7 | N 12°59'00" E | 92' |
| L8 | N 57°59'00" E | 30' |

PREPARED FOR:
tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:
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5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
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PLANNERS ENGINEERS SURVEYORS

LEGEND:
(60') LOT MIDPOINT DIMENSION

NOTES:
[3] PROPOSED PUBLIC STORM DRAIN EASEMENT

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

SCALE 1"=60'

# ATWELL
## PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, **36, 37,** 46, 47A, **47C,** 48A, **49A,** 49B, 53 & 63A

# TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 8 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

MDS Proj. Data: I:\89414-PLANNING\Plans\TTM 37444
Created: 08.08.2025 10:18:12 AM Author:station118
Last Edit: 09.04.2025 01:33:45 PM By: Ssandoval
MDS File: 89414-XR-BDR-TTM-PLANS.dwg
Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 04.19.2018 6:19:41 PM By: ssandoval

SEE SHEET NO. 14

SEE SHEET NO. 11

PA 63A

PA 47A

PA 46

PA 35D

PA 35E

PA 47C

EXISTING SOUTH CREEK

FUTURE PLANNING AREA LINE WITH PHASE 3A

EXTENDED DETENTION BASIN BMP NO. 21A (WS=2738)

PROPOSED MAINTENANCE ACCESS RAMP

FUTURE PLANNING AREA LINE WITH PHASE 3A

TTM BOUNDARY

EXISTING SMITH CREEK DRAINAGE CHUTE TO INTERIM SMITH CREEK DETENTION BASIN

EXISTING INTERIM SOUTH CREEK DETENTION BASIN

PROPOSED SMITH CREEK

FUTURE TTM NO. 37443 ATWELL PHASE 3A

PROPOSED DRAINAGE DROP STRUCTURE (TYP.)

PROPOSED MAINTENANCE ACCESS RAMP

EXTENDED DETENTION BASIN BMP NO. 23 (WS=2699)

FUTURE PUBLIC MAINTENANCE ACCESS & PEDESTRIAN TRAIL WITH PHASE 3A

LOT 'LL' 0.05 AC OPEN SPACE

LOT 'JJ' 0.48 AC OPEN SPACE

LOT 'B' 0.04 AC OPEN SPACE

LOT 'MM' 0.21 AC OPEN SPACE

LOT 'NN' 0.27 AC OPEN SPACE

LOT 'O' 0.04 AC OPEN SPACE

LOT 'L' 0.12 AC OPEN SPACE

LOT 'M' OPEN SPACE 0.20 AC

STREET "Y"

STREET "F"

STREET "A"

STREET "C"

STREET "B"

STREET "D"

STREET "E"

STREET "H"

STREET "J"

STREET "L"

STREET "M"

STREET "K"

DR "A"

DR "B"

SEE SHEET NO. 10

SEE SHEET NO. 7

LEGEND:

(60') LOT MIDPOINT DIMENSION

NOTES:

[3] PROPOSED PUBLIC STORM DRAIN EASEMENT

[4] EXISTING INTERIM DETENTION BASIN TO BE REMOVED.

[5] EXISTING INTERIM SMITH CREEK DIVERSION CHANNEL TO BE REMOVED.

GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )
1 inch = 60 ft.

SCALE 1"=60'

PREPARED FOR:

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# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

# TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 9 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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SEE SHEET NO. 12

SEE SHEET NO. 9

SEE SHEET NO. 8

PA 48A

PA 53

PA 51

PA 47C

PA 49A

PA 50A

PA 31

STREET "Y"

ST "EE"

ST "AA"

"F" STREET

STREET "J"

DR "C"

DR "D"

DR "E"

DR "F"

DR "G"

DR "H"

DR "I"

STREET "S"

ST "Q"

DR "J"

DRIVE "J"

DRIVE "K"

DRIVE "N"

DRIVE "O"

DR "P"

HIGHLAND HOME ROAD

PROPOSED 12" WIDE V-DITCH BEHIND RETAINING WALL

PROPOSED 12' WIDE V-DITCH

PROPOSED RAISED MEDIAN

PROPOSED PARKING STALLS (TYP.)

TTM BOUNDARY

JOIN NON-POTABLE WATER PER PHASE 4A-1

JOIN STORM DRAIN PER PHASE 4A-1

JOIN WATER PER PHASE 4A-1

TTM NO. 39262 ATWELL PHASE 4A-1

LOT 'B' 0.04 AC OPEN SPACE

LOT 'C' 0.04 AC OPEN SPACE

LOT 'R' 0.04 AC OPEN SPACE

LOT 'S' 0.03 AC OPEN SPACE

LOT 'J' 0.13 AC OPEN SPACE

LOT 'KK' 1.07 AC OPEN SPACE

LOT 'F' 0.20 AC OPEN SPACE

LOT 'FF' OPEN SPACE 1.44 AC

LOT 'GG' 0.03 AC OPEN SPACE

LOT 'HH' 0.07 AC OPEN SPACE

LOT 'II' 0.05 AC OPEN SPACE

LOT 'Z' 0.02 AC OPEN SPACE

LOT 'DD' 0.05 AC OPEN SPACE

LOT 'EE' 0.07 AC OPEN SPACE

LOT 'OO' 0.68 AC OPEN SPACE

LOT 'Y' 0.11 AC OPEN SPACE

LOT 'X' 0.03 AC

LOT 'RR' PARK 0.80 AC

LOT 'UU' PARK 0.23 AC

LOT 'T' PARK 0.97 AC

LOT 'U' PARK 0.22 AC

LOT 557

LOT 556

LOT 555

LOT 554

LOT 553

LOT 552

LOT 551

LOT 550

LOT 549

LOT 548

LOT 558

LOT 559

LOT 560

LOT 580

LOT 579

LOT 578

LOT 576

LOT 577

LOT 575

LOT 574

LOT 572

LOT 573

LOT 570

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L6 | N 32°02'00" W | 30' |
| L7 | N 12°58'00" E | 92 |
| L8 | N 57°58'00" E | 30' |

LEGEND:

(60') LOT MIDPOINT DIMENSION

NOTES:

1. PROPOSED PUBLIC SEWER AND STORM DRAIN EASEMENT
3. PROPOSED PUBLIC STORM DRAIN EASEMENT

GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )
1 inch = 60 ft.

SCALE 1"=60'

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PLANNERS ENGINEERS SURVEYORS

# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

**P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A**

# TENTATIVE TRACT MAP

**CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**SHEET 10 OF 16**

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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SEE SHEET NO. 14

EXISTING SMITH CREEK

FUTURE TTM NO. 37443 ATWELL PHASE 3A

EXISTING INTERIM SMITH CREEK DIVERSION CHANNEL

FUTURE PUBLIC PEDESTRIAN TRAIL/MAINTENANCE VEHICLE ACCESS

PROPOSED SMITH CREEK

EXTENDED DETENTION BASIN BMP NO. 27 (WS=2749.5)

PROPOSED DRAINAGE DROP STRUCTURE (TYP.)

FUTURE PLANNING AREA LINE WITH PHASE 3B

PROPOSED MAINTENANCE ACCESS RAMP

"F" STREET

FUTURE ULTIMATE "F" STREET IMPROVEMENTS WITH PHASE 3A

FUTURE PLANNING AREA LINE WITH PHASE 3A

EXTENDED DETENTION BASIN BMP NO. 21A (WS=2738)

PROPOSED INTERIM CULVERT FOR EXISTING SMITH CREEK

FUTURE TTM NO. 37445 ATWELL PHASE 4B

FUTURE PLANNING AREA LINE WITH PHASE 4B

PROPOSED CULVERT

FUTURE PUBLIC PEDESTRIAN TRAIL & MAINTENANCE VEHICLE ACCESS WITH PHASE 4B

PROPOSED EAST BRANCH DRAINAGE

PROPOSED PUBLIC PEDESTRIAN TRAIL & MAINTENANCE VEHICLE ACCESS

FUTURE PUBLIC PEDESTRIAN TRAIL & MAINTENANCE VEHICLE ACCESS WITH PHASE 3A

LOT 'QQ' TTM BOUNDARY PARK 1.20 AC

LOT 'PP' PARK 4.42 AC

PROPOSED ROAD TRANSITION

LOT 'LL' 0.05 AC OPEN SPACE

"F" STREET

PROPOSED PEDESTRIAN TRAIL

LOT 'D' 0.07 AC OPEN SPACE

STREET "V"

SITE DISTANCE LINE

SITE DISTANCE AREA

LOT 'A' 0.36 AC OPEN SPACE

ST "W"

ST "X"

STREET "Y"

STREET "U"

TTM BOUNDARY

PA 35E

PA 63A

PA 47A

PA 35 D

PA 46

PA 48A

SEE SHEET NO. 9

SEE SHEET NO. 12

LEGEND:

(60) LOT MIDPOINT DIMENSION

NOTES:

2 PROPOSED PUBLIC SEWER EASEMENT

3 PROPOSED PUBLIC STORM DRAIN EASEMENT

4 EXISTING INTERIM DETENTION BASIN TO BE REMOVED.

5 EXISTING INTERIM SMITH CREEK DIVERSION CHANNEL TO BE REMOVED.

GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )

1 inch = 60 ft.

SCALE 1"=60'

PREPARED FOR:

tri pointe HOMES

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PLANNERS ENGINEERS SURVEYORS

# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

**P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A**

# TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 11 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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Plot Date: 04.19.2018 6:19:41 PM By: ssandoval

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L9 | N 27°03'49" W | 33' |
| L10 | N 12°58'00" E | 70' |
| L11 | N 52°59'49" E | 33' |
| L12 | N 77°02'00" W | 24' |




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LEGEND:

(60) LOT MIDPOINT DIMENSION

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

SCALE 1"=60'

# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

**P.A.'s** 31, 35D, 35E, 36, 37, 46, 47A, 47C, **48A,** 49A, **49B, 53** & 63A

# TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 12 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259


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Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 04.19.2018 6:19:41 PM By: ssandoval

38
39
40
41
42
43
44
45

HIGHLAND SPRINGS AVENUE

TR. NO. 31470-3
M.B. 466/83-93
LOT 205

DISCOVERY WAY

TR. NO. 31470-3
M.B. 466/83-93
LOT 204

91
90
89
88
87
86
85

CITY OF BEAUMONT
CITY OF BANNING

AMENDED TR.
NO. 31470-4
M.B. 466/94-103

FUTURE
TTM NO. 37443
ATWELL PHASE 3A

EXISTING NON-POTABLE WATER BLOW-OFF TO BE RELOCATED AS REQUIRED

PROPOSED DRAINAGE

"F" STREET

FUTURE 8" CURB & GUTTER WITH PHASE 3A

EXISTING POTABLE WATER BLOW-OFF TO BE RELOCATED AS REQUIRED

JOIN EXISTING ROAD

EXISTING INTERIM SMITH CREEK DETENTION BASIN ACCESS ROAD

FUTURE RAISED MEDIAN WITH PHASE 3A

INTERIM PUBLIC "F" STREET ROAD

R=2,000'
L=163'

PROPOSED INTERIM STORM DRAIN

EXISTING EARTHEN BERM

EXISTING AC BERM

PROPOSED STORM DRAIN OUTLET INTO EXISTING DRAINAGE

EXISTING INTERIM SMITH CREEK DETENTION BASIN

SEE SHEET NO. 14

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GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

SCALE 1"=60'

# ATWELL
## PHASE 3B / TENTATIVE TRACT MAP NO. 39259
P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A

# TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 13 OF 16

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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MDS File: 89414-XR-BDR-TTM-PLANS.dwg
Plot Scale: 1" = 1' Dwg Scale: 1' = 60'
Plot Date: 04.19.2018 6:19:41 PM By: lsandoval

FUTURE
TTM NO. 37443
ATWELL PHASE 3A

PROPOSED SMITH CREEK

EXISTING SMITH CREEK

FUTURE PLANNING AREA
LINE WITH PHASE 3A

PROPOSED INTERIM
CULVERT FOR EXISTING
SMITH CREEK

PROPOSED
DRAINAGE

EXTENDED DETENTION
BASIN BMP NO. 27
(WS =2749.5)

PA 35E

TTM BOUNDARY

PA 63A

FUTURE PLANNING AREA
LINE WITH PHASE 3A

LOT 'QQ'
PARK
1.20 AC

PROPOSED INTERIM
ROAD TRANSITION

END OF PROPOSED
SEWER

SEE SHEET NO. 13

SEE SHEET NO. 11

"F" STREET

948'

R=2,000'
L=163'

INTERIM PUBLIC
"F" STREET ROAD

FUTURE 8"
CURB &
GUTTER WITH
PHASE 3A

FUTURE RAISED
MEDIAN WITH
PHASE 3A

PROPOSED INTERIM
CULVERT FOR EXISTING
SMITH CREEK

R=600'
L=323'

EXTENDED DETENTION
BASIN BMP NO. 21A
(WS =2738)

PROPOSED SMITH CREEK

TTM BOUNDARY

FUTURE PLANNING AREA
LINE WITH PHASE 3A

PA 35D

LOT 'LL'
0.05 AC
OPEN SPACE

276
2747.7

277
2745.5

278
2743.4

279
2741.0

280
2738.6

275
2747.7

274
2744.2

273
2737.5

272
2738.4

271
2739.4

270
2740.3

269
2741.3

LOT 'MM'
0.21 AC
OPEN SPACE

PROPOSED INTERIM
STORM DRAIN

PROPOSED STORM DRAIN OUTLET
INTO EXISTING DRAINAGE

EXISTING SMITH CREEK DRAINAGE
CHUTE TO INTERIM SMITH CREEK
DETENTION BASIN

FUTURE PLANNING AREA
LINE WITH PHASE 3A

ST "C"

PA 46

EXISTING INTERIM
SMITH CREEK DETENTION BASIN

PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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PLANNERS ENGINEERS SURVEYORS

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

SCALE 1"=60'

# ATWELL

## PHASE 3B / TENTATIVE TRACT MAP NO. 39259

**P.A.'s** 31, 35D, 35E, 36, 37, **46,** 47A, 47C, 48A, 49A, 49B, 53 **& 63A**

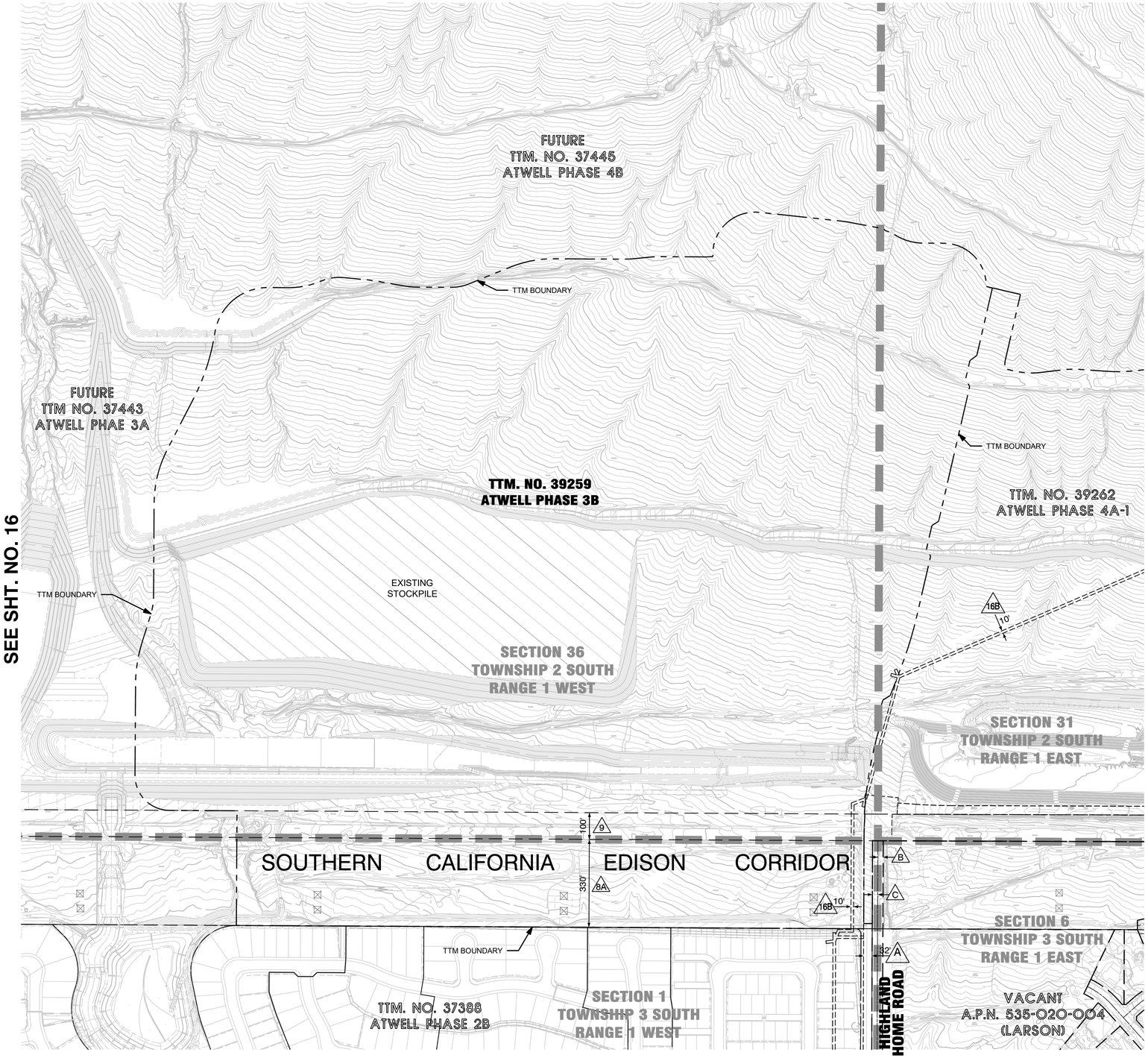
# TENTATIVE TRACT MAP

CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

SHEET 14 OF 16

MDS Proj. Data: I:\89414\PLANNING\Plans\TTM 37444
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SEE SHT. NO. 16

## EXISTING EASEMENTS

8 A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.
THE LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

8A AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 AS BOOK 754, PAGE 84 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

9 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433 OF OFFICIAL RECORDS.
IN FAVOR OF: CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION

16B AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A CALIFORNIA MUNICIPAL CORPORATION, AND ITS SUCCESSORS OR ASSIGNS
TO BE ABANDONED.

A AN EASEMENT FOR PUBLIC STREET AND UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0508418 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS

B DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 11, 1905 IN BOOK 212, PAGE 190 OF OFFICIAL RECORDS.

C DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 6, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

GRAPHIC SCALE

200 0 100 200 400 800
( IN FEET )
1 inch = 200 ft.

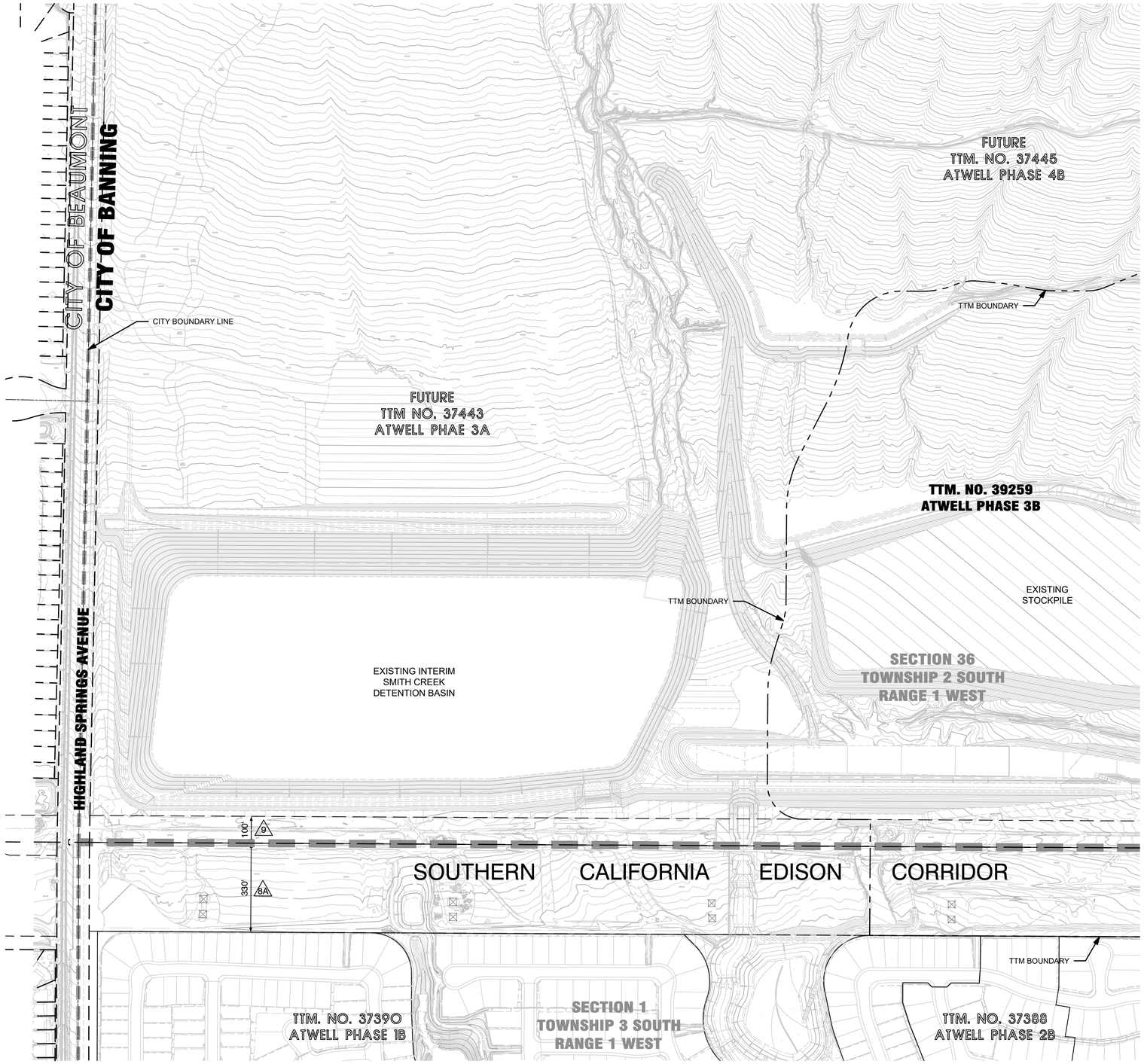
# ATWELL
## PHASE 3B / TENTATIVE TRACT MAP NO. 39259
## P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
# EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 15 OF 16

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PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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SEE SHT. NO. 15

## EXISTING EASEMENTS

8 A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.
THE LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

8A AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 AS BOOK 754, PAGE 84 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY

9 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433 OF OFFICIAL RECORDS.
IN FAVOR OF: CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION

THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED JULY 17, 2012 AS INSTRUMENT NO. 2012-0332888 OF OFFICIAL RECORDS.

GRAPHIC SCALE

200 0 100 200 400 800
( IN FEET )
1 inch = 200 ft.

# ATWELL
## PHASE 3B / TENTATIVE TRACT MAP NO. 39259
## P.A.'s 31, 35D, 35E, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53 & 63A
# EASEMENT DISPOSITION MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 16 OF 16

PREPARED FOR:
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PHASE 3B - TENTATIVE TRACT MAP NO. 39259

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**Butterfield Specific Plan Project**
**Mitigation Monitoring and Reporting Program**

Project File No.:_____ Applicant: _____
EIR Prepared by: _____ Date:_____

| Mitigation Measure No./ Implementation Action | Responsible for Monitoring | Timing of Verification | Method of Verification | Verified Date/ Initials |
|---|---|---|---|---|
| Aesthetics, Light and Glare | | | | |
| **AES-1:** Development or revegetation shall be initiated within three months following initiation of mass grading or clearing activities, so as to limit the time graded surfaces remain in their exposed state, consistent with the Specific Plan's approved landscape design guidelines and landscape plans and the provisions of Title 18.15.020 of the City's *Municipal Code*. A Revegetation Plan, addressing interim revegetation during construction and for future development areas prior to buildout, shall be submitted for City review and approval as part of each grading permit application. | CDD | D,F | A2,C2 | |
| **AES -2:** The faces of all slopes shall be prepared, protected and maintained to control erosion and to reduce the visual impacts of slope grading. Slopes in excess of ten feet in height shall be graded pursuant to City Code requirements. Devices or procedures for erosion protections shall be installed as prescribed by State law and regulations and Title 18 of the City's *Municipal Code* and shall be maintained in operable condition by the developer during the duration of the activity for which the grading permit was issued. The use of plastic sheeting for erosion control shall be avoided except where required in emergency conditions to prevent land slippage. Preferred means of erosion and sediment control on slopes and pads shall include hydromulching, placement of straw bales and wind fencing, and the use of straw blankets and similar devises. | CDD | D,G | A2,C2 | |
| **AES -3:** The Project developer shall maintain the site free of debris, which shall be promptly removed from the site when found at least once a quarter and at least daily during construction, and the Project developer shall monitor the site at least once a quarter and at least daily during construction to protect the site from illegal dumping. | DPW | C | A2 | |

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| **AES -4:** The Project developer and its successor(s) in interest inclusive of the HOA or Landscape Lighting and Maintenance District, if any, shall maintain perimeter walls, fencing, irrigation, and landscape in a satisfactory condition at all times. Parkways and other landscape features visible from the public right of way shall be maintained free of weeds and trash and graffiti shall be promptly removed. | CDD,DPW | C,E | A2 | |
| **AES-5:** Rough Grading Plans, including a sheet detailing the location of the construction staging, shall be approved by the City Engineer, prior to grading permit issuance. The sheet pertaining to the construction staging shall include the following provisions:<br>• The construction equipment and supply staging areas shall be at least 500 feet from the nearest residence off site. Staging areas shall be screened.<br>• During construction and grading, the construction contractor shall keep the site clear of all trash, weeds, and debris. Compliance with this measure is subject to periodic City inspections.<br>• The grading contractor shall minimize creation of large stockpiles of soil (in terms of height) to minimize visual impacts pursuant to the provisions of the grading and/or stockpile permit issued by the City Engineer pursuant to the provisions of MC Section 18.09, *Grading Permit Requirements*, and the requirements of the City Engineer.<br>• All temporary security lighting shall be designed and located so as to avoid intrusive effects on adjacent properties. Proper lighting techniques to direct light onsite and away from other properties shall be required to reduce light and glare impacts (including directional lighting away from reflective surfaces, use of non-reflective glass, low-intensity lighting, use of lighting baffles, and use of appropriate types of lighting fixtures). | CE | C,F | A2,C2 | |
| **AES-6:** As part of the final design, improvement plan and grading plan review and approval process, the applicant shall design plans to preserve the existing oak tree along Highland Springs Avenue. If during this process it is determined that preservation is not feasible, the Applicant will utilize the following options to mitigate this impact.<br>• A certified arborist shall evaluate the viability of transplanting the oak tree. If transplanting is deemed feasible by the arborist, the Project Applicant shall relocate the oak tree to a suitable location as approved by the City and verified by the arborist within the Project boundaries, or | CP | C,D,F | A2,C2 | |

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| • If replacement is selected, the Project Applicant as "Replacement Option #1" shall replace the oak with a single oak tree contained in a minimum of a 60-inch box if readily available and suitable for transplanting at a suitable location approved by the City and verified by the arborist, or<br>• If replacement is selected, and Option 1 is not feasible, the Project Applicant shall replace the oak tree with 24-inch box oaks trees at a ratio of 3:1 at suitable locations approved by the City and verified by the arborist within the Project boundaries. | | | | |
| **AES-7:** Prior to issuance of building permits, architectural plans, including detailed lighting specifications, shall be submitted for the review and approval by the City of Banning Community Development Director. The specifications shall be consistent with lighting standards included in the Specific Plan and shall meet or exceed the lighting standards contained in the City's Municipal Code. The lighting plans must demonstrate the following to the satisfaction of the City of Banning Community Development Director:<br>• Use of low-sodium lamps of 4,050 lumens (maximum), to provide for adequate public safety and security;<br>• A lighting standard that is shielded to direct illumination downward and to limit casting light and glare on adjacent properties;<br>• Exterior lighting, including street lights, landscape lighting, parking lot lighting, and lighting of the interior of parks and trails shall be sufficient to establish a sense of well-being for the pedestrian and sufficient to facilitate recognition of persons at a reasonable distance. Type (lighting standard) and placement of lighting shall be to the satisfaction of the Community Development Director or designee and shall be consistent with the requirements of the City's most current lighting ordinance and the standards of the Specific Plan ;<br>• A minimum of one foot-candle at ground level overlap provided in all exterior doorways and vehicle parking areas, and on outdoor pedestrian walkways presented on a photometric plan; and<br>• Outdoor light fixtures that are not covered by the Specific Plan's lighting standards shall be subject to the City of Banning *Municipal Code*. | CDD | C,F,G | A2,C2,D2 (lighting plans) | |
| Air Quality | | | | |

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| **AQ-1:** Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, in accordance with SCAQMD Rule 402, the Applicant shall implement dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures are required:<br>• All active portions of the construction site shall be watered at least twice daily to prevent excessive amounts of dust;<br>• On-site vehicle speed shall be limited to 15 miles per hour;<br>• All on-site permanent roads shall be paved, watered as needed, or chemically stabilized;<br>• Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible through the use of dust suppressant techniques identified above;<br>• All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site;<br>• Track-out devices shall be used at all construction site access points;<br>• All delivery truck tires shall be watered down and/or scraped down prior to departing the job site; and<br>• Replace groundcover on disturbed areas within the required timeframes identified in Rule 403. | DPW,BO | C,F | A2,C2 | |
| **AQ-2:** All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114 (Spilling Loads on Highways), with special attention to Sections 23114(b)(F), (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. Prior to the issuance of grading permits, the Applicant shall coordinate with the appropriate City of Banning Engineer on hauling activities compliance. | DPW,BO | C,F | A2,C2 | |
| **AQ-3:** Prior to the issuance of building permits, the City building official shall confirm that construction plans and specifications include the following measures, which shall be implemented to reduce ROG emissions resulting from application of architectural coatings: | DPW,BO | C,F | A2,C2 | |

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| • Contractors shall use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent;<br>• Coatings and solvents with a ROG content lower than required under Rule 1113 shall be used;<br>• Construction and building materials that do not require painting shall be used where readily available; and<br>• Pre-painted construction materials shall be used where readily available. | | | | |
| **AQ-4:** Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans and specifications stipulate that, in compliance with SCAQMD Rule 403, ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. A set of maintenance records shall be provided to the City before grading commences. The City Inspector shall be responsible for ensuring that contractors comply with this measure during construction. | DPW,BO | C,F | A2,C2 | |
| **AQ-5:** Prior to issuance of any Grading Permit, the grading plan shall indicate dust management measures for review and approval by the City Engineer, to identify viable dust control measures and include a monitoring plan to be implemented throughout the construction phases of the Specific Plan. In accordance with the Specific Plan and City's Municipal Code, the dust management measures shall minimize wind-blown particles by including:<br>• All applicable mitigation measures identified in this EIR (related to dust control) and otherwise required by the City or SCAQMD;<br>• An erosion and sediment control plan to minimize wind or waterborne transport of soil onto adjacent properties, streets, storm drains, or drainages; and<br>• A Revegetation Plan to address interim conditions between initial grading and final site development. The Revegetation Plan, although focused on the control of wind and water erosion, shall consider compatibility with fuel modification zone requirements, drought tolerant landscape requirements, and potential ongoing livestock grazing. Special techniques such as wind fences shall also be considered, to minimize surface soil and dust during high wind events. | CE | C,F | A2,C2 | |

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| **AQ-6:** GPS-controlled "machine-guided grading", or other equivalent grading techniques, shall be incorporated into Project grading plans, subject to review and approval by the City Engineer. The City Engineer shall approve the areas of the site where this technology shall be used. | CE | C,F | A2,C2 | |
| **AQ-7:** The following measures shall be implemented during construction to substantially reduce NOX related emissions. They shall be included in the Grading Plan, Building Plans, and specifications.<br>• Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449.<br>• The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-Certified Tier III emissions standards, or higher according to the following:<br>o January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.<br>o Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.<br>o A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.<br>o Encourage construction contractors to apply for AQMD "SOON" funds. | DPW,BO | C,F | A2,C2 | |

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| Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm"<br>• The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions.<br>• Low sulfur fuel for stationary construction equipment shall be required. This is required by SCAQMD Rules 431.1 and 431.2.<br>• Existing power sources (i.e., power poles) shall be used when available.<br>• Construction parking shall be located on-site where possible and shall be configured to minimize traffic interference.<br>• Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum.<br>• Construction operations affecting traffic shall be scheduled for off-peak hours, except in situations deemed necessary.<br>• Develop a traffic plan to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities will occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program which would inform area residents, employers and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, internet website, etc.) to disseminate information such as: | | | | |

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| ○ Overview of project information<br>○ Weekly updates on location of construction zones;<br>○ Identification of street(s) affected by construction;<br>○ Times when construction activities will occur and when traffic delays, and blockage of intersection turning movements can be expected; and<br>○ Identification of alternate routes which could be used to avoid construction. | | | | |
| **AQ-8:** The potential future construction and implementation of an onsite WWTP shall require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting. | CDD | B,F,G | D2 | |
| Biological Resources | | | | |
| **BIO-1:** Prior to the commencement of grading during the nesting season (approximately mid-February through mid-August), all suitable habitat shall be surveyed for the presence of nesting birds by a qualified biologist prior to site disturbance. Should any active nests be located, construction must comply with Migratory Bird Treaty Act requirements, including a 300-foot construction buffer around active nests or avoiding construction during the nesting season if a 300-foot buffer is infeasible. | DPW (verify pre-construction survey),<br>BO (verify monitoring & implementation) | B,C,F | A2,C2,D2 | |
| **BIO-2:** A preconstruction clearance survey for burrowing owl will be performed within 30 days prior to ground disturbance in potentially suitable habitat within the site, pursuant to CDFG protocols. The preconstruction survey will include a 300-foot buffer if between February 1 and August 31 (nesting season) and a 100-foot buffer if outside of this period. If owls are found within the survey area during the nesting season, construction activities will not occur within 300 feet of the occupied burrows until nesting is completed. A qualified biologist must confirm that the nesting effort has been completed prior to the removal of the work buffer restriction. If owls are found within the disturbance footprint outside of the February 1 through August 31 period, passive relocation (e.g. use of one way doors and collapse of burrows) will occur. These surveys and mitigation for burrowing owl are consistent with Section 6.3.2, *Additional Survey Needs and Procedures* of the MSHCP. | DPW (verify pre-construction survey),<br>BO (verify monitoring & implementation) | B,C,F | A2,C2,D2 | |
| **BIO-3:** The applicant shall provide mitigation for the temporary disturbance to 9.22 acres of CDFG jurisdictional waters at a minimum 1:1 ratio, which includes approximately 0.02 acres of vegetated riparian habitat, and the temporary disturbance to 8.65 acres of Regional Board and | DPW (verify pre-construction | B,C,F | A2,C2,D2 | |

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| USACE jurisdiction. The applicant shall provide mitigation for the permanent impact disturbance to 2.47 acres of CDFG jurisdiction, of which 0.41 acre consists of vegetated riparian habitat and the permanent disturbance to 1.17 acres of USACE jurisdiction, of which 0.01 acre consists of jurisdictional wetlands.<br>The mitigation requirements will be determined through applicable regulatory permitting programs of CDFG, RWQCB, and USACE, and shall consist of minimum 1:1 mitigation through onsite restoration of 9.22 acres within the Smith Creek drainage and other onsite areas, which will be performed concurrently with development of the golf course (PAs 35 and 39) or alternative uses within these PAs and 1:1 mitigation through onsite restoration of 2.47 acres of permanent habitat within, or adjacent to, Smith Creek. | survey),<br>BO (verify monitoring & implementation) | | | |
| **BIO-4:** Prior to the issuance of the grading permits the developer shall complete and submit all required protocol and habitat assessment studies required to demonstrate compliance with the MSHCP. Specifically, a DBESP (Determination of Biologically Equivalent or Superior Preservation), following approval of all required permits for the CDFG and USACE, shall be prepared, which shall be reviewed by the CDFG and USFWS and approved by City staff, in compliance with Section 6.1.2 of the MSHCP. The applicant shall implement the approved DBESP as a condition of the issuance of a grading permit and comply with all biological mitigation measures contained within the DBESP. | CDD | B,C,D,E,F | B2,D2 | |
| **BIO-5:** The following mitigations shall be incorporated into the construction plans and specifications to minimize any potentially adverse construction impacts:<br>• Construction areas will be watered regularly to control dust and minimize impacts to adjacent vegetation and wildlife habitat.<br>• Short-term stream diversions will be accomplished by use of gravel bags or other methods that will result in minimal in-stream impacts. Short-term diversions will be evaluated through the riparian/riverine component of the MSHCP Consistency analysis (Section 6.1.2) (refer to Mitigation Measure BIO-4) which will require a DBESP analysis to be prepared. In addition the 401, 404, and 1602 permitting processes will evaluate short-term impacts relative to stream diversions. All biological mitigation measures contained within the 401, 404 and 1602 approval conditions and DBESP shall be implemented pursuant to BIO-3 and BIO-4, respectively, which typically require 1:1 onsite restoration. Any mitigation beyond the 1:1 restoration of the original stream will be mitigated onsite through negotiations with CDFG, RWQCB, and | DPW,BO | C,F | A2,D2 | |

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| USACE.<br>• Equipment storage, fueling and staging areas will be sited on non-sensitive upland habitat types with minimal risk of direct discharge into riparian areas or other sensitive habitat types.<br>• The limits of jurisdictional disturbance, including the upstream, downstream along Smith Creek and lateral extents that are tributaries to Smith Creek, will be clearly defined and marked in the field. Monitoring personnel will review the limits of disturbance prior to initiation of construction activities.<br>• During construction, the placement of equipment within the stream or on adjacent banks or adjacent upland habitats occupied by Covered Species that are outside of the Project footprint will be avoided.<br>• Exotic, weedy plant species removed during construction will be properly handled to prevent sprouting or re-growth.<br>• Waste, dirt, rubble, or trash shall not be deposited in a conservation area or on native habitat. | | | | |
| Climate Change | | | | |
| **GHG-1:** Prior to the issuance of building permits, the following measures shall be reflected on applicable tract maps, building permits, improvement plans, landscape plans and/or grading plans:<br>**a)** ***Green Building Practices***<br>1) **Water Conservation** – All appliances such as showerheads, lavatory faucets and sink faucets shall comply with efficiency standards set forth in Title 20, California Administrative Code Section 1604(f). Title 24 of the California Administrative Code Section 1606(b) prohibits the installation of fixtures unless the manufacturer has certified to the California Energy Conservation compliance with the flow rate standards.<br>2) **Water Conservation** – Low-flush toilets shall be installed as specified in California State Health and Safety Code Section 17921.3 and the County Green Building Ordinance [as applicable in Riverside County].<br>3) **Water Conservation** – All common area irrigation areas shall be operated by a | DPW,BO | A,F,G | A2,C2 | |

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| computerized irrigation system which includes an on-site weather station/ET gage capable of reading current weather data and making automatic adjustments to independent run times for each irrigation valve based on changes in temperature, solar radiation, relative humidity, rain and wind. In addition, the computerized irrigation system shall be equipped with flow sensing capabilities, thus automatically shutting down the irrigation system in the event of a mainline break or broken head. All common area irrigation controllers shall also include a rain-sensing automatic shutoff.<br>4) **Water Conservation** – Common-area landscaping shall emphasize drought-tolerant vegetation. Plants of similar water use shall be grouped to reduce over-irrigation of low-water-using plants. Those irrigated areas not designed with drought-tolerant vegetation shall be gauged to use the minimum amount of water needed to maintain healthy vegetation.<br>5) **Water Conservation** – Residential occupants shall be informed as to the benefits of low-water-using landscaping and sources of additional information related to water conservation documents.<br>6) **Water Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to provide and use a pool cover to reduce water evaporation and retain heat.<br>7) **Water Conservation** – Water conservation standards shall be noted in the Tier 1 measures of the 2010 California Green Building Standards.<br>8) **Energy, Water, and Recycling –**<br>**The builder shall be conditioned to provide the following**:<br>• Energy efficient appliances;<br>• Energy efficient indoor lighting<br>• Water efficient smart controllers for landscaping<br>• Water efficient plumbing in all buildings<br>• Integrate recycling into residential home design. Create areas in the home to promote recycling (additional trash cans in cabinets, etc.)<br>• Energy Efficiency standards shall be as noted in the Tier 1 measures of the 2010 California Green Building Standards.<br>9) **Carbon Sequestration** – The builder shall plant an average of approximately | | | | |

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| 40 trees per landscaped acre (where landscaping is provided) as a means to capture (sequester) carbon dioxide emissions and to provide shade to the buildings, which can decrease the need for air conditioning.<br>10) **Green Education Program** - In order to increase awareness of green building practices and to promote water and energy conservation, the builder(s) shall develop and implement a green educational program. The program shall include but not necessarily be limited to a pamphlet that educates and promotes conservation practices that homeowners can implement, with specific guidance on landscaping with drought tolerant plants, use of efficient irrigation systems, compact florescent lighting, and other measures that help lower GHG emissions.<br>11) **Energy Efficient Outdoor Lighting** – Lighting for public streets, parking areas, and recreation areas shall utilize energy efficient light and mechanical, computerized or photo cell switching devices to reduce unnecessary energy usage.<br>12) **Energy Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to install energy-efficient pumps and motors, such as variable speed motors.<br>**b)** ***Solid Waste Measures***<br>1) Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard).<br>2) Shall comply with state model ordinance AB 1327, Chapter 18 California Solid Water Reuse and Recycling Access Act of 1991, which requires interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas.<br>**c) Transportation and Motor Vehicles**<br>1) Limit idling time for commercial vehicles, including delivery and construction vehicles, pursuant to applicable SCAQMD and City requirements.<br>2) Promote ride sharing programs e.g., by designating a certain percentage of parking spaces for ride sharing vehicles, designating adequate passenger loading and unloading and waiting areas for ride sharing vehicles, and providing a web site or message board for coordinating rides. The actual | | | | |

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| percentage of potential ride sharing vehicle spaces will be determined in coordination with the City Planning Director or designee based on square footage and use type (e.g., shopping center, office, fitness center, etc.) prior to approval of a site plan within the commercial land use Planning Areas.<br>3) Provide adequate bicycle parking near non-residential building entrances to promote cyclist safety, security, and convenience. Provide facilities that encourage bicycle commuting (e.g., locked bicycle storage or covered or indoor bicycle parking).<br>4) All golf carts and Neighborhood Electric Vehicles (NEVs) shall be electrical powered only. | | | | |
| **GHG-2:** The Butterfield Specific Plan shall be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans), to further promote renewable energy resources, including:<br>a) Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions;<br>b) Allowing electric vehicle charging stations at all commercial, park, golf course, multi-family residential, and school areas, subject to a Conditional Use Permit; and<br>c) Allowing hydrogen vehicle fueling stations within the Commercial zone, subject to a Conditional Use Permit. | DPW,BO | A,F,G | A2,C2 | |
| **GHG-3** As part of future tract map, grading plan, site plan and/or improvement plan submittals, the Applicant shall identify bus stop provisions along arterial streets, through consultation with the City Engineer and Banning Pass Transit, including stops on Highland Springs Road, Wilson Street, Highland Home Road, and F Street as determined appropriate. | CE | A,D,F,G | A,D,F,G | C2,D2 (site plans) |
| Cultural Resources | | | | |
| **CUL-1:** The Project Applicant shall prepare a paleontological resource impact mitigation program (PRIMP) for the grading and excavation phase of the Project, including both on- and off-site activities. The PRIMP shall be submitted for review and approval prior to issuance of any grading permit, and shall conform to the guidelines of the County of Riverside and the Society of Vertebrate Paleontology; including the following:<br>• A trained paleontological monitor shall be present during initial mass grading or deep trenching activities within the Project in sediment areas determined likely to contain | CDD | C,F | A2,C2,D2 | |

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| paleontological resources. If paleontological resources are located within excavation, the monitoring program will change to full-time. The monitor shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover microvertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains.<br>• Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques.<br>• All fossils collected during the Project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified shall be provided to the museum repository along with the specimens.<br>• A report documenting the results of the monitoring and salvage activities and the significance of the fossils will be prepared.<br>• All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository for permanent curation and storage. | | | | |
| **CUL-2:** Prior to the issuance of a grading permit, an archaeological resource monitoring plan shall be developed by a qualified archaeologist. This plan shall include a grading observation schedule, to be maintained when initial mass grading occurs in upper soils, to identify and further evaluate any cultural resources that may be discovered in the Project area. A qualified archaeologist shall be retained to attend pre-grading meetings and to monitor earth moving activities, including clearing, grubbing, cutting, and trenching at the site. The archaeologist shall carefully inspect these areas to assess the potential for significant prehistoric or historic remains. If potential archaeological and historical resources are uncovered, the construction contractor shall cease grading operations in the vicinity of the find until further evaluation is undertaken to assess the discovery. Further subsurface investigation may be needed if the resource is determined unique or important for its prehistoric or historic information. | CDD | C,F | A2,C2,D2 | |

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| **CUL-3:** All earthmoving activity occurring within 30 meters of the on-site refuse scatter (LSA-PDH0601-H-2) shall be monitored by a qualified archaeologist. If archaeological remnants are discovered during monitoring, the archaeologist shall have the authority to divert construction in order to assess the significance of the find. Remnants shall be properly evaluated, documented, and deposited as applicable, consistent with State and local protocols. | DPW,BO | C | A2 | |
| **CUL-4:** If previously unknown cultural resources, including human remains, are identified during grading activities, a qualified archaeologist shall be retained to assess the nature and significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. | DPW,BO | C | A2 | |
| Geology, Soils, and Seismicity | | | | |
| **GEO-1:** All structures on the Project site shall be constructed pursuant to the most current applicable seismic standards, as determined by the City as part of the tract map, grading plan, and building permit review processes, with building setbacks as recommended by the Project's Seismic Hazard Analysis (Geocon 2005). Design criteria developed for Project structures shall also be based on the most current standards of practice and design parameters suggested by the Structural Engineers Association of California based on the recommendations and amendments to the CBC by the Division of State Architect for specific types of buildings and occupancies. | DPW,BO | C,F | A2,C2 | |
| **GEO-2:** A detailed analysis of site geotechnical conditions, field investigation and slope stability analyses shall be conducted as 40-scale grading plans for mass and fine grading are prepared in the course of the phased development of the Project site. These studies shall be submitted to the City Building Department or Building Official, and their recommendations incorporated into Project design to the satisfaction of the City Engineer, prior to the issuance of any grading permits, including those for mass grading, in areas where slopes of 10 feet or more in height | DPW,BO,CE | C,F | A2,C2,D2 | |

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| are anticipated and/or where evidence of debris flows or past landslides is found. | | | | |
| **GEO-3:** The Project site shall be constructed pursuant to the following mitigation measure contained in the City of Banning General Plan EIR, Geotechnical Element:<br>• During the site grading, all existing vegetation and debris shall be removed from areas that are to receive compacted fill. Any trees to be removed shall have a minimum of 95 percent of the root systems extracted. Man-made objects shall be over excavated and exported from the site. Removal of unsuitable materials may require excavation to depths ranging from 2 to 4 feet or more below the existing site grade.<br>• All fill soil, whether on site or imported, shall be approved by the individual Project soils engineer prior to placement as compaction fill. All fill soil shall be free from vegetation, organic material, cobbles and boulders greater than 6 inches in diameter, and other debris. Approved soil shall be placed in horizontal lifts or appropriate thickness as prescribed by the soils engineer and watered or aerated as necessary to obtain near-optimum moisture-content.<br>• Fill materials shall be completely and uniformly compacted to not less than 90 percent of the laboratory maximum density, as determined by American Society for Testing and Materials (ASTM) Test Method D-1557-78, or equivalent test method acceptable to the City Building Department. The project soils engineer shall observe the placement of fill and take sufficient tests to verify the moisture content, uniformity, and degree of compaction obtained. In-place soil density should be determined by the sand-cone method, in accordance with ASTM Test Method D1556-64 (74), or equivalent test method acceptable to the City Building Department.<br>• Finish cut slopes generally shall not be inclined steeper than 2:1 (horizontal to vertical). Attempts to excavate near-vertical temporary cuts for retaining walls or utility installation in excess of 5 feet may result in gross failure of the cut and may possibly damage equipment and injure workers. All cut slopes must be inspected during grading to provide additional recommendations for safe construction.<br>• Finish fill slopes shall not be inclined steeper than 2:1 (horizontal to vertical). Fill slope surfaces shall be compacted to 90 percent of the laboratory maximum density by either overfilling and cutting back to expose a compacted core or by approved | DPW,BO,CE | C,F | A2,C2 | |

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| mechanical methods.<br>• Foundation systems that utilize continuous and spread footings are recommended for the support of one- and two-story structures. Foundations for higher structures must be evaluated based on structure design and on-site soil conditions.<br>• Retaining walls shall be constructed to adopted building code standards and inspected by the Building Inspector.<br>• Positive site drainage shall be established during finish grading. Finish lot grading shall include a minimum positive gradient of 2 percent away from structures for a minimum distance of 3 feet and a minimum gradient of 1 percent to the street or other approved drainage course.<br>• Utility trench excavations in slope areas or within the zone of influence of structures should be properly backfilled in accordance with the following:<br>(a) Pipes shall be bedded with a minimum of 6 inches of pea gravel or approved granular soil. Similar material shall be used to provide a cover of at least 1 foot over the pipe. This backfill shall then be uniformly compacted by mechanical means or jetted to a firm and unyielding condition.<br>(b) Remaining backfill may be fine-grained soils. It shall be placed in lifts not exceeding 6 inches in thickness or as determined appropriate, watered, or aerated to near optimum moisture content, and mechanically completed to a minimum of 90 percent of the laboratory maximum density.<br>(c) Pipes in trenches within 5 feet of the top of slopes or on the face of slopes shall be bedded and backfilled with pea gravel or approved granular soils as described above. The remainder of the trench backfill shall comprise typical on-site fill soil mechanically completed as described in the previous paragraph. | | | | |
| Hazards and Hazardous Materials | | | | |
| **HAZ-1:** The grading plans shall indicate methods to address potential contamination discovered during construction, as well as safety considerations for on-site construction personnel and the general public. Details of the plan shall include, but not be limited, to the following:<br>• Procedures for identification of contaminated soil during earthmoving operations; | DPW,BO | B,C,F | A2,B2,C2 | |

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| • Immediate measures to protect workers and the public from exposure to contaminated areas (e.g., fencing or hazard flagging, covering of contaminated soils with plastic, etc.) and prevent migration of the contaminants to the surrounding environment; and<br>• Steps to be taken following initial discovery of contaminated soils. Notification shall be made to the local environmental health officials and the City's construction inspector(s) immediately following identification of previously unknown contamination within the construction area. In the event hazardous substances are encountered during site grading, work shall immediately cease in the area and the property owner/developer shall retain a qualified hazardous materials engineer to assess the impacts and prepare a response plan using risk-based cleanup standards applicable to residential land use. Upon approval of the response plan by the Fire Department or other agency, as applicable, the engineer shall obtain any required permits, oversee the removal of such features and/or conduct the response work to the satisfaction of the Fire Department or other agency, as applicable, until closure status is attained. | | | | |
| **HAZ-2:** As part of construction specifications, procedures for the fueling and maintenance of construction vehicles shall be required to minimize the potential for accidental release of hazardous materials. This shall include locating refueling and maintenance areas minimum of 500 feet from occupied residential uses. Drip plans shall be placed under motorized equipment when parked on the site to prevent soil contamination from dripping oil or other fluids. | DPW,BO | C,F | A2,C2 | |
| **HAZ-3:** Hazardous construction waste management practices are to be implemented pursuant to the Best Management Practices contained in the California Stormwater BMP Handbook (2009)[1] and shall include the following:<br>1. All hazardous construction wastes as defined by Title 22 Division 4.5, or listed in 40 CFR Pars 110, 117, 261, or 302, including but not limited to petroleum products, concrete curing compounds, palliatives, septic wastes, stains, wood preservatives, asphalt products, pesticides, acids, paints, solvents, roofing tar, sandblasting grid mixed with lead-, cadmium-, or chromium based paints, asbestos, or PCBs, that | DPW,BO | C,F | A2,C2 | |

[1] California Stormwater Quality Association, 2009 Construction BMP Handbook, 2010, accessed from *https://www.casqa.org/casqastore/entitiy/tabid/169/c-4-best-management-practice-bmp-handbooks.aspx* 3.10.11

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| cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.<br>2. Wastes shall be stored in sealed containers constructed of suitable material and shall be labeled as required by Title 22 CCR, Division 4.5 and 49 CFR Parts 172, 173, 178, and 179.<br>3. Waste containers shall be stored in temporary containment facilities that should comply with the following requirements:<br>a. Temporary containment facility shall provide for a spill containment volume equal to 1.5 times the volume of all containers able to contain precipitation from a 25 year storm event plus the greater of 10 percent of the aggregate volume of all containers or 100 percent of the largest tank within its boundary, whichever is greater.<br>b. Temporary containment facility shall be impervious to the materials stored there for a minimum contact time of 72 hours.<br>c. Temporary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be placed into drums after each rainfall. These liquids shall be handled as a hazardous waste unless testing determines them to be non-hazardous.<br>d. Sufficient separation shall be provided between stored containers to allow for spill cleanup and emergency response access.<br>e. Incompatible materials such as chlorine and ammonia shall not be stored in the same temporary containment facility.<br>d. Throughout the rainy season, temporary containment facilities shall be covered during non-working days and prior to rain events.<br>4. Storage drums shall not be overfilled and wastes should not be mixed.<br>5. Unless watertight, containers of dry waste shall be stored on pallets.<br>6. Herbicides and pesticides shall not be over used. Only the amount needed shall be prepared. Apply surface dressings in several small applications as opposed to one large application. Allow time for infiltration and avoid excess material being carried off-site by runoff. Do not apply such chemicals immediately prior to rain events. All persons applying pesticides must be certified in accordance with federal and State | | | | |

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| regulations.<br>7. Paint brushes and equipment for water and oil based pants should be cleaned within a contained area and shall not be allowed to contaminate soil, watercourses or drainage systems. Waste paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste by a licensed hazardous waste hauler.<br>8. Hazardous waste storage areas on-site shall be located away from storm drains or water courses and way from moving vehicles and equipment to prevent accidental spills.<br>9. Containment berms shall be used in fueling and maintenance areas and where the potential for spills is high.<br>10. Potentially hazardous waste shall be segregated from non-hazardous construction site debris.<br>11. Liquid or semi-liquid hazardous materials shall be stored in appropriate containers and under cover.<br>12. Hazardous waste collection sites shall be designated on-site away from watercourses and drainage systems, and shall be clearly labeled.<br>13. Hazardous materials shall be stored in containers and protected from vandalism.<br>14. All employees and subcontractors shall receive on-site training in hazardous waste storage and disposal procedures.<br>15. Areas treated with chemicals shall be identified with appropriate warning signage<br>16. Place a stockpile of spill clean-up materials where it will be readily accessible<br>17. Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are underway, BMPs shall be inspected on a weekly basis.<br>18. A copy of hazardous waste manifests shall be maintained on-site for access by City inspectors. | | | | |
| **HAZ-4** The abandoned well identified in the 2007 Converse Consultant's Technical Memorandum for the Butterfield Specific Plan shall be properly capped and any associated pipeline abandoned and/or removed from the site pursuant to applicable State and federal Guidelines. | DPW,BO | C,D | B2,C2,D2 | |

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| **HAZ-5** Prior to issuance of grading permits, the following remediation efforts shall occur:<br>• The batteries, auto parts, tires and the diesel engine observed on the concrete pad next to the well and any associated fuel sources shall be removed and disposed of in compliance with all applicable regulations by waste haulers certified by the State for the handling and disposal of such wastes;<br>• Piles of asphalt debris and inert trash observed in various locations throughout the property shall be removed following their inspection by a hazardous waste consultant and, if required, by a cultural resource consultant, and the material removed and disposed of pursuant to all applicable laws and regulations.<br>• Prior to the removal of any potentially hazardous debris, additional environmental assessment and testing shall be completed pursuant to the recommendations of a certified environmental consultant and appropriate methods of handling and disposal shall be identified and implemented pursuant to existing (or then current) regulations and procedures for any particular hazardous waste or toxic material identified. | DPW,BO | C,F,D | A2,C2,D2 | |
| **HAZ-6** The contractor shall ensure that precautions are taken to avoid the Southern California Gas Company pipeline observed crossing the property diagonally from the west-center of the Project site to the southeast corner and that may be present along the alignments of the proposed off-site infrastructure. Such precautions shall include calling Dig Alert prior to any construction activity to determine and mark the exact location of this pipeline and close coordination with Southern California Gas Company to ensure that appropriate measures are taken by SCGC, including potential reduction in pressure and on-site monitoring, to protect both workers and the pipeline from accidental damage during grading activities. The appropriate identification and setbacks shall be maintained in order to ensure the safety of adjacent properties. | DPW,BO | B,C | A2,C2 | |
| **HAZ-7:** The Applicant shall ensure that the existing high pressure gas line is replaced by the operator with pipeline that is PUC-rated for location in residential areas. Replacement of the pipeline and required relocation shall occur prior to trenching for sewer, water and storm drain within 25 feet of the outer edge of the pipeline easement and/or prior to the issuance of building permits for residences located within 100 feet of the ultimate pipeline alignment and prior to the paving of any roads within the pipeline alignment. Unless directed otherwise by the PUC, wet utility crossings shall observe a minimum ten-foot vertical separation and ten-feet of horizontal separation from the pipeline, given the needed depth of utility services. | DPW,BO | C,D,G | A2,C2 | |

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| Undergrounded electrical services shall observe a minimum 10 foot horizontal separation from the pipeline. The location of the pipeline shall be indicated with appropriate curbside notation and/or monuments at minimum 50-foot intervals along its route and by ground-level monumentation through the golf course, or at intervals required by the PUC. | | | | |
| **HAZ- 8:** A permit shall be obtained from the Riverside County Fire Department (Banning Services Unit) and, if required, from the County Department of Environmental Health, prior to installation of any temporary above ground fuel storage tank on the Project site.<br>• A hazardous materials business plan consisting of an owner/operator page, a chemical description/inventory page, and a site map must be submitted with the application for permit.<br>• The storage area shall be kept free of weeds and extraneous combustible material.<br>• Plans must be submitted for approval prior to installation. Aboveground fuel/mixed liquid tanks(s) shall meet the following standard: Tank must be tested and labeled to UL2085 Protected Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label from an independent test laboratory must be submitted with the tank plans.<br>• The tank shall be kept 50 feet from buildings and conspicuously marked with the name **DIESEL** and **COMBUSTIBLE – KEEP FIRE AWAY**.<br>• The tank shall be located within a secondary containment area such as earthen berms covered from end to end by a thick mil plastic. Concrete or steel may also be used to provide secondary containment. /show calculations for secondary containment on the Site Plan.<br>• The tank shall be secured to prevent movement on the containment surface or be mounted on metal skids (not on an elevated stilt rack).<br>• The project manager or contractor shall contact the fire department representative for inspections at the time prior to when product is put into the tank to verify compliance, **AND** at the time when the tank is removed from the site to check for evidence of ground contamination. | DPW,BO,FC | B,D | B2,C2,D2 (Hazardous Materials Business Plan) | |
| **HAZ-9:** Prior to the approval of Final Tract maps, the City Engineer and Riverside County Fire Department (Banning Services Unit) shall discuss with the Applicant approximate locations of work activities and ingress and egress points in and out of the construction site to assure there | DPW,CE,FC | A,F | B2,C2 | |

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| is adequate access and communications protocols for emergency response vehicles during each of the proposed construction phases. | | | | |
| **HAZ-10:** Prior to the issuance of grading permits or road encroachment permits, a Traffic Management Plan providing safety control measures for area-wide streets that would be affected by construction traffic and activities must be prepared by a licensed civil or traffic engineer, to the satisfaction of the City Engineer, that would minimize safety hazards and emergency access impacts. The temporary measures in the Traffic Management Plan could include: flaggers, temporary lane restriping, temporary lanes, caution signs, reduced-speed zones, temporary detours, and other safety and traffic control devices. | DPW,CE | A,B,F | C2,D2 | |
| **HAZ-11:** All proposed subdivisions within the Specific Plan project area shall be evaluated by the Fire Department to determine whether the Department's Urban-Wildland Interface requirements should be implemented as part of the development. If the Department determines that either an interim or permanent condition of high fire risk would be present, a Fuel Modification Plan that meets the then-current requirements of the Fire Department shall be prepared and shall be approved by the Fire Department prior to recordation of a Final Tract Map. Maintenance of interim fuel modification areas shall be the responsibility of the master Homeowners Association and/or the property owner and/or a LLMP and temporary maintenance easements shall be recorded over interim fuel modification areas. Such easements shall be quitclaimed when the Fire Department determines that additional new development has eliminated the need for fuel modification in these areas. | DPW,FC | A,D,E,F | A2,C2,D2 | |
| **HAZ-12:** Seed mix used for the temporary re-vegetation of graded areas that will remain as undeveloped open space for a period of 6 months or more shall consist primarily of drought-tolerant grasses that may combine native and non-native species. These mixes include grasses that require little maintenance and do not grow tall, but do provide sufficient vegetative coverage to be effective in controlling wind and water-caused erosion. Defensible spaces as defined by the Fire Department pursuant to Chapter 49 of the California Fire Code shall be maintained around the exposed perimeters of subdivisions abutting un-irrigated grassland and/or chaparral through weed abatement, mowing, and other fuel reduction/modification strategies. | DPW,BO | C,D,E | A2,B2,C2 | |
| **HAZ-13:** The applicant shall continue to provide annual fuel modification as required by City code. The annual fuel modification (thinning) shall also be conducted in the future development areas south of Highland Home Road extension as needed (which excludes PAs 50, | DPW,BO,FC | C,E | A2,B2,C2 | |

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| 51, 52, 60, 61 and 73, which shall remain natural until such time these areas are developed or require infrastructure improvements). | | | | |
| Hydrology and Water Quality | | | | |
| **HWQ-1:** The following measures shall be reflected in applicable Tentative Tract Maps (TTMs), site plans, grading plans, and/or improvement plans to the satisfaction of the City Engineer, prior to applicable plan/permit approval:<br>1) All building pads within the Specific Plan shall be constructed so that they are free from flood hazard for the 100-year frequency storm by elevating finished floor elevations above the 100-year level of flood protection.<br>2) The depths of flow in the Project's streets shall not exceed top of curb elevations for the 10-year frequency storm event.<br>3) Streets shall be oriented to allow for maximum potential conveyance of regional flooding during significant storm events to expedite the passage of storm flows through the Specific Plan area.<br>4) The Specific Plan will be phased so that 100-year flood protection is ensured in all areas of development. Interim improvements (such as temporary debris basin, earthen channels/berms, check dams, sand bag barriers,, or other temporary BMP and flood protection measures; refer to Mitigation Measure HWQ-1, bullet #6 and 7 below) shall be provided as development progresses to protect against flooding, erosion, siltation, and water quality impacts.<br>5) All subdivisions implemented as part of the Specific Plan shall be required to detain any incremental increase in drainage within the Project Boundary until the Riverside County Flood Control and Water Conservation District Master Drainage Plan ("Banning" – Zone 5) is fully implemented downstream of the Project site.<br>6) Construction of each phase shall include an assessment of the size and flow patterns of the adjacent undeveloped areas of the Specific Plan site. Interim phase on-site facilities shall provide developed phases with required flood protection pursuant to Code.<br>7) Temporary basins shall be constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction phases. | DPW,CE,BO | F | C2 | |

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| Noise | | | | |
| **NOI-1:** As a condition of approval of all grading and building permits, the Applicant shall comply with the following list of noise reduction measures, subject to inclusion of additional provisions at the discretion of the Building Official as appropriate:<br>• Excavation, grading, and other noise-intensive construction activities related to the proposed Project shall be restricted to the hours of operation allowed under Section 8.44.090.E, Noise Prohibited – Unnecessary Noise Standard – Construction, Landscape Maintenance or Repair, of the City Municipal Code. Any deviations from these standards shall require the written approval of the City Building Official. The days and hours shall also apply to any servicing of equipment and to the movement of materials to and from the site.<br>• The developer shall require, as a condition of contract, that all construction equipment operating on the site be equipped with mufflers and sound control devices (e.g., intake silencers and noise shrouds) no less effective than those provided on the original equipment and no equipment shall have an unmuffled exhaust.<br>• The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions<br>• Stockpiling and vehicle staging areas shall be located a minimum of 500 feet from occupied residences, and screened from these uses by a solid noise attenuation barrier where necessary to achieve City Municipal Code-required noise attenuation levels.<br>• Solid noise attenuation barriers (temporary barriers or noise curtains) with a sound transmission coefficient (STC) of at least 20 shall be used along Project boundaries adjacent to sensitive receptors, where noise monitoring, performed by a qualified noise monitor, indicates exceedance of City Municipal Code noise levels for more than 15 minutes in any one hour period.<br>• Construction activities that occur outside the allowable hours per City standards 6 PM to 7 AM) shall require approval of the City Building Official based on demonstration of unusual circumstances and avoidance of significant impacts to neighboring sensitive receptors. Construction noise exceeding City standards (i.e., interior noise in excess of 50 dBA or exterior noise in excess of 65 dBA) and statutory time limits is anticipated, | DPW,BO | C,F | A2,C2 | |

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| shall require implementation of additional noise attenuation measures such as temporary noise "curtains" to reduce construction noise to meet City Standards, or offer the affected sensitive receptors the option of temporary relocation at the Developer's expense for the duration of the impact.<br>• All stationary construction equipment (e.g., air compressor, generators, etc.) shall be operated as far away from the residential and institutional uses as practicable. If necessary to meet the City's noise standards, the equipment shall be shielded with temporary sound barriers, sound aprons, or sound skins to the satisfaction of the Building Official.<br>• In areas subject to potentially significant construction noise impacts, the developer shall be required to monitor and document compliance with all applicable noise level limits.<br>• Construction haul routes for large equipment and material import/export shall be specified to minimize the use of routes affecting sensitive receptors (e.g., residential, parks, hospitals, schools, convalescent homes, etc.). Construction phasing for individual subdivisions shall be designed to avoid the need for construction vehicles and related construction traffic to traverse occupied residential neighborhoods. In all cases, trucks shall utilize a route that is least disruptive to sensitive receptors. Construction trucks shall avoid weekday and Saturday AM and PM peak hours (7 AM to 9 AM and 4 PM to 6 PM). | | | | |
| **NOI-2:** Prior to the issuance of each grading or building permit, the Applicant shall submit to the Building Official a proposed Construction Noise Monitoring Program to respond to and track complaints pertaining to construction noise, throughout demolition and/or grading. Throughout and/or grading, these measures shall include the following:<br>• A procedure and phone numbers for notifying the City Building and Safety Department staff and Banning Police Department (during regular construction hours and off-hours);<br>• A sign prominently posted on-site containing the permitted construction days and hours and complaint procedures and the name and phone number of the person(s) to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours | DPW,BO | B,C,F | A2,C2,D2 | |

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| and off-hours);<br>• The designation of an on-site construction complaint and enforcement manager for the Project. The manager shall act as a liaison between the Project and its neighbors. The manager's responsibilities and authority shall include the following:<br>o An active role in monitoring project compliance with respect to noise;<br>o Ability to reschedule noisy construction activities to reduce effects on surrounding sensitive receivers;<br>o Site supervision of all potential sources of noise (e.g., material delivery, construction staging areas, construction workers, debris box pick-up and delivery) for all trades;<br>o Intervening or discussing mitigation options with contractors; and<br>o Conducting a preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed. | | | | |
| **NOI-3:** The Applicant shall, through contract specifications, prohibit the use of any on-site construction equipment generating greater than 0.049 RMS (greater than 79 VpD) within 25 feet of any sensitive use or limit the use of equipment exceeding this standard to less than 30 events per day. | DPW,BO | C,F | A2,C2 | |
| **NOI-4:** Prior to the issuance of grading permits or encroachment permits for the improvement of Highland Home Road (aka Meridian Street) between future "D Street" and Wilson Street, an acoustical study shall be completed by the Applicant (using construction-level improvement plans and/or more detailed grading plans) and submitted to the City for review and approval. The acoustical study will specify additional specific noise attenuation measures necessary, if any, to ensure that the City of Banning's exterior and interior noise standards are met at adjacent residential properties. Appropriate attenuation measures could include a solid wall in the landscaped parkway between future Highland Home Road and the existing frontage street. | DPW,BO | C,F | A2,C2,D2 | |
| **NOI-5:** Prior to the issuance of building permits for non-residential uses (such as commercial areas, wastewater treatment plant, and the golf course clubhouse), the Applicant shall prepare a site-specific construction level noise analysis, analyzing potential on and off site noise impacts, based upon detailed grading plans, improvement plans and site plans. The grading, | DPW,BO | C,F | A2,C2,D2 | |

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| site and/or improvement plans for these uses shall include the location of stationary noise sources, such as loading docks, air conditioning units, trash hauling and trash compactors (noise from trash pickup and compacting results from the use of hydraulic equipment to raise and lower the metal trash bins and to compact their contents), and drive-thru lanes. The noise analysis shall evaluate the potential noise impacts to the existing and proposed noise sensitive homes near the commercial areas of the project. In the event the analysis shows that noise levels for any adjacent sensitive receptor(s) would exceed applicable standards, measures shall be required to reduce noise to levels to within applicable standards, including providing enclosures for stationary sources (such as pump stations and air conditioners), and providing walls or siting to attenuate mobile or stationary sources from receptors (such as loading bays). The analysis shall be subject to review and approval by the City Building Official and shall ensure compliance with applicable exterior and interior noise standards. | | | | |
| Public Services and Utilities | | | | |
| **PSU-1:** Applicant shall communicate and work with the Fire Chief throughout Project development to determine the appropriate timing for a potential addition of a fire response unit (medic squad, fire engine), or the need for a fire station that is conceptually located in PA 60 but could be located in any Planning Area as described within the Specific Plan. When the fire station or a response unit is determined to be necessary, the Applicant shall fund and/or construct the fire response unit and/or fire station and would subsequently be credited the cost of the fire response unit or fire station towards the dedication of fire fees. | FC | C | B2 | |
| **PSU-2:** The Project shall incorporate the principles of defensible space as defined by the U.S. Department of Housing and Urban Development Office of Policy Development and Research in the design of cluster housing and/or multifamily housing within the proposed Project to reduce the impact of such development on police services. These principles shall be incorporated through inclusion of the following design solutions:<br>• Orienting the front doors and living area windows to the public street without providing "protection" of walls and fencing while providing back doors in these same units that allow access to more secure play areas and open space.<br>• Clustering parking in close proximity to units or the must provide enclosed garages or semi-subterranean parking garages that can be secured.<br>• Providing motion-activated security lighting. | DPW,BO | A,G | C2 | |

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| • Clustering multifamily units around shared courtyard spaces with appropriate amenities that draw residents into the common area and encourage the development of relationships between neighbors through interaction in the public domain<br>(See Oscar Newman, *Creating Defensible Space*, 1996, Institute for Community Design Analysis, US Department of Housing and Urban Development, Office of Policy Development and Research for applicable guidelines and design criteria.) | | | | |
| **PSU-3:** The Project shall include potential school sites within the development by designating and setting aside two 11+ acre Planning Areas (i.e., PA 68 for Banning Unified School District and PA 20 for Beaumont Unified School District) to increase available school facilities. (The intent of Mitigation Measure PSU-3 is to initially designate and set aside each of the two 11+ acre Planning Areas, then offer these sites to the School Districts for sale or fee credit. In the event that one or both of the Districts choose to not accept the site, the Applicant may opt to implement the residential overlay on the corresponding school site, which would permit medium-density residential development at 10 du/ac). | CDD | C | B2[4] | |
| **PSU-4:** Offsite infrastructure improvements (identified in Section 3.6.3) shall comply with all of the same mitigation measures for onsite facilities, as applicable. Off-site above-ground facilities shall provide for a general biological assessment by a qualified biologist. If sensitive resources are determined to be present, those resources shall be assessed and/or delineated, mitigation measures shall be developed and imposed. | DPW,BO (fair market compensation), CDD (biological assessment) | B,F | C2,D2 | |
| **PSU-5:** Prior to the issuance of building permits for an onsite satellite WWTP, the City must prepare a site-specific construction-level noise analysis analyzing potential on- and off-site noise impacts. In addition, the analysis shall evaluate the potential noise impacts to existing and proposed sensitive receptors. Construction and implementation of the wastewater treatment plant would require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting. Compliance with the existing regulations (specified under Impact 4.8-1) and on-going monitoring of the plant's operations would reduce potential impacts associated with the routine use, handling, transport, and storage of hazardous materials. | CDD | G | D2 | |
| **PSU-6:** The operator of the Butterfield Specific Plan Golf Course shall prepare and implement a Operational Waste Management Plan that incorporates the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of | DPW,BO | E,G | A2,D2 | |

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| America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City and the SCAQMD so as to reduce the facility's impact on landfill capacity. | | | | |
| Traffic and Transportation | | | | |
| **TRF-1:** If not constructed by the City or others, the Applicant shall construct road improvements identified in Table 4.13-9, Summary of Future Improvements ("Existing plus Project" improvements in the City of Banning only). These improvements include portions on Highland Springs Avenue in the City of Beaumont, between I-10 and Brookfield, but exclude locations that are deemed by the affected jurisdiction(s) to be infeasible due to impacts of ROW acquisition. If constructed by the Applicant, the cost of these improvements shall be credited against applicable City fees, and/or shall be eligible for reimbursement agreements with the City and/or third parties. The Improvements listed in Table 4.13-9 shall be consistent with the General Plan Circulation Element. | DPW,CE | A,D | C2 | |
| **TRF–2:** As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a TIA Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR.<br>The TVR shall identify which of the Existing Plus Project improvements identified in Table 4.13-9, are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. "Existing plus Project" improvements in the City of Banning identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits.<br>The ongoing traffic impact assessment program will be based on the p.m. peak-hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in Table 4.13-7, Project Trip Generation. If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold. | DPW,CE | A,F | C2,D2 | |

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| Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the Project TIA. | | | | |
| **TRF-3:** Improvement plans shall be prepared for each Project-related offsite traffic improvement and approved by the City Engineer. Improvement plans shall incorporate the following considerations, as applicable:<br>a) Obtain encroachment permit(s) from the applicable jurisdiction(s) for offsite improvements;<br>b) Through creative design techniques, where determined appropriate and consistent with City policy, modify roadway geometry to reduce potential impacts to existing developed areas (such as reduced lane widths, reduced or eliminated medians, reduced turn lane transition zones, and/or shifting intersection approaches to widen intersection quadrants where associated impacts would be reduced);<br>c) Maintain access for existing residences and businesses at all times;<br>d) Replace landscaped areas within the affected parcel and along the parcel frontage wherever practical;<br>e) Assist the affected property owner in re-striping affected parking areas and/or reconfiguring affected driveways to avoid or offset improvement-related impacts;<br>f) Follow applicable Project EIR mitigation measures related to biological resources (i.e., BIO-1 through BIO-5), with respect to minimizing loss of native vegetation, replacement or relocation of mature trees, use of native and/or drought tolerant vegetation in new landscaped areas, and ensuring consistency with applicable MSHCP and regulatory agency permitting provisions; and<br>g) Compensate the affected property owner based on fair market valuation of the acquired ROW in accordance with applicable local, State and federal regulations. | CE | A,G | A2,C2 | |
| **TRF-4:** The applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16. | DPW,BO | A,D | C2 | |
| Water Supply | | | | |

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| **WS-1:** With respect to the City's Banning, Banning Bench, Banning Canyon, and Cabazon groundwater supplies, the City will:<br>1) Periodically, conduct a groundwater audit that evaluates groundwater level trends, production rates, groundwater quality or other aquifer/well/pump considerations from the previous year (through use of a on-going groundwater monitoring and data collection system).<br>2) Develop a groundwater model to allow accurate simulation of groundwater flow and groundwater quality (including potential impacts by recharge of recycled water) in the City of Banning groundwater resource area.<br>Additionally, to avoid injury to other legal users of the Cabazon Basin, the City will:<br>3) Site any new well so as to not result in material interference to existing wells. | DPW | E | D2 | |
| **WS-2:** Additionally, to guard against the potential adverse effects of climate change on the City's water supplies, the City will:<br>1) Continue to manage its imported and surface water supplies conjunctively with its groundwater supplies to maximize opportunities for groundwater storage.<br>2) Continue to monitor expert technical analyses of the impacts of climate change on surface and groundwater supplies and incorporate any recommendations into the City's water supply planning efforts.<br>3) Continue to practice and promote integrated flood management. The City will incorporate climate change findings into infrastructure design and continue to integrate water and land use practices, such as encouraging new developments to capture and treat stormwater onsite. New water infrastructure will be designed to operate under a wide range of conditions and will consider climate change impacts.<br>4) Continue to diversify its portfolio through increased water use efficiency and aggressive demand reductions achieved by existing and new conservation programs. The development and use of a new recycled water supply will further diversity the City's portfolio and reduce potable water demands.<br>5) Continue to further develop regional alliances with cities, water districts and water agencies to integrate, improve and develop regional water management. | DPW | E | D2 | |

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**Butterfield Specific Plan Project**

**Addendum Modifications to the Mitigation Monitoring and Reporting Program**

**Project File No.:** _____ **Applicant:** _____

**EIR Prepared by:** _____ **Date:** _____

| Mitigation Measures No./Implementation Action | Responsible for Monitoring | Timing of Verification | Method of Verification | Verified Date/Initials |
|---|---|---|---|---|
| **Mitigation Measure AQ-7:** The following measures shall be implemented during construction to substantially reduce nitrogen oxides (NOx)-related emissions. They shall be included in the Grading Plan, Building Plans, and specifications.<br><br>• Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than 5 minutes, and shall ensure that all off-road equipment is compliant with the California Air Resources Board (ARB) in-use off-road diesel vehicle regulations and SCAQMD Rule 2449.<br><br>• The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-certified Tier III emissions standards, or higher according to the following:<br><br>~~January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with best available control technology (BACT) devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control~~ | | | | |

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| ~~strategy for a similarly sized engine as defined by ARB regulations.~~<br>~~Post-January 1, 2015:~~ All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by ARB regulations."<br>• A copy of each unit's certified tier specification, BACT documentation, and ARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.<br>• Construction contractors are encouraged to apply for AQMD "SOON" funds. Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm ."<br>• The contractor and the Applicant, if the Applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions, as required by SCAQMD Rules 431.1 and 431.2.<br>• Existing power sources (i.e., power poles) shall be used when available. This measure would minimize the use of higher polluting gas or diesel generators.<br>• Construction parking shall be located on the site where possible and shall be configured to minimize traffic interference. | | | | |

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| • Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones, and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum.<br>• A traffic plan shall be developed to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities would occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices, and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program that would inform area residents, employers, and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, or internet website, etc.) to disseminate information such as:<br>o Overview of project information<br>o Weekly updates on location of construction zones;<br>o Identification of street(s) affected by construction;<br>o Times when construction activities would occur and when traffic<br>delays, and blockage of intersection turning movements can be expected; and<br>o Identification of alternate routes that could be used to avoid construction delays. | | | | |
| **Mitigation Measure BIO-3:** The Applicant shall provide compensatory mitigation for the temporary disturbance to CDFW jurisdictional waters, which includes approximately | | | | |

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| 0.41 acre of vegetated riparian habitat, and the temporary disturbance to RWQCB and USACE jurisdiction, none of which consists of jurisdictional wetlands. The mitigation requirements will be determined through applicable regulatory permitting programs of the CDFW, the RWQCB, and the USACE, and shall consist of minimum 1:1 mitigation primarily through onsite restoration within the Smith Creek drainage and other on-site areas, which will be performed concurrently with development of ~~the golf course (Planning Areas [PAs] 35 and 39) or~~ alternative uses within these Planning Areas 35 and 39 (~~the golf course~~/open space ~~PAs~~ uses, including various combinations of parks, trails, native habitat, drainage facilities, water quality improvements, groundwater recharge areas, and wetland mitigation areas). | | | | |
| **Mitigation Measure GHG-2:** The Butterfield Specific Plan shall ~~be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans~~), to further promote renewable energy resources, including:<br>• Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions; allowing electric vehicle charging stations at all commercial, park, golf course, multifamily residential, and school areas, subject to a Conditional Use Permit; and allowing hydrogen vehicle fueling stations | | | | |
| ~~**Mitigation Measure PSU-6:** The operator of the Butterfield Specific Plan Golf Course shall prepare and implement an Operational Waste Management Plan that incorporates to the extent feasible the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City~~ | | | | |

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| ~~and the SCAQMD so as to reduce the facility's impact on landfill capacity.~~ | | | | |
| **Mitigation Measure TRF–2:** As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a Traffic Impact Analysis Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR, unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing plus Project improvements identified in Table 4.13-9 are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. Improvements identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits.<br><br>The ongoing traffic impact assessment program will be based on the p.m. peak hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in ~~Table 4.13-7, *Project Trip Generation*,~~ Table 3.I, *Project Trip Generation Comparison.* If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold. Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the project Traffic Impact Analysis. | | | | |

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| **Mitigation Measure TRF-4:** The Applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources, or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16 of the Specific Plan EIR, with the exception of the intersections included in the Project study area for the 2016 Traffic Impact Analysis, as outlined in Table 4.13- 16A. | | | | |

# Notice of Determination Appendix D

To:
Office of Planning and Research
*U.S. Mail:* P.O. Box 3044 Sacramento, CA 92518-3044
*Street Address:* 1400 Tenth St. , Rm 113 Sacramento, CA 95814

From:
Public Agency: City of Banning
Address: 99 E Ramsey St
Banning, CA 92220
Contact: Mark Staples
Phone: (951) 922-3122

County Clerk (Address)
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

**State Clearinghouse Number** (if submitted to State Clearinghouse): 2007091194 (Butterfield Specific Plan)

**Project Title:** Tentative Tract Map No. 39259 (PTN25-0004)

**Project Applicant:** Tri Pointe Homes

**Project Location (include county):**

Tentative Tract Map No. 39259 (PTM25-0004), Planning Areas, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, 63A, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) APNs 408-580-027, -032, -033, -034, -035, -036, 039, -040, -041, -042, -045, -047, -050, -051, -052, -064, City of Banning, Riverside County.

**Project Description:**

Tentative Tract Map No. 39259 (PTM25-0004), a proposal to subdivide 160.02-acres of land across nine (9) Planning Areas, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, 63A, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) into 544 single-family residential lots and 36 condominium lots for 248 duplex condominium units; lettered lots for a 1.03-acre and 5.62-acre parks with open space and stormwater drainage areas.

This is to advise that the City of Banning, Lead Agency has approved the above described project on January 13, 2026 and has made the following determinations regarding the above described project.

1. The project ☐ will ☒ will not] have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA
3. Mitigation measures [ ☒ were ☐ were not] made a condition of the approval of the project
4. A mitigation reporting or monitoring plan [ ☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [ ☐ was ☒ was not] adopted for this project.
6. Findings [ ☒ were ☐ were not] made pursuant to the provisions of CEQA.
7. **The project is in compliance with the previously adopted EIR and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental actions are required. The project is subject to the adopted Mitigation Monitoring and Reporting Program of the Butterfield Specific Plan.**

This is to certify that the final EIR with comments and responses and record of the project approval, or the Negative Declaration, is available to the General Public at:

https://banningca.gov/Archive.aspx?AMID=57&Type=&ADID=

Signature (Public Agency): Title: Planning Manager

Date: January 13, 2026 Date Received for filing at OPR:

Authority cited: Sections 21083 , Public Resources Code.
Reference: Sections 21000-21174, Public Resources Code.

Revised 2011

Record Gazette
Your Community. Your Newspaper.

# AFFIDAVIT OF PUBLICATION

**Record Gazette**
**218 N. Murray St., Banning, CA 92220**

**Proof of Publication**
**(2015.5 C.C.P.)**

**PHN PTM25-0004 TM 39259**

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**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:

Dec 26, 2025

Executed on: December 26th, 2025

At City of Banning, California

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

Kaila Geaman

Signature

**CITY OF BANNING**
**NOTICE OF PUBLIC HEARING**
**BEFORE THE CITY COUNCIL**
Tentative Tract Map No. 39259
PTM25-0004
Northwest corner of Highland Home Road and Southern California Edison Corridor
(APN 408-580-027, -032, -033, -034, -035, -036, -039, -040, -041, -042, -045, -047, -050, -051, -052, -064)

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Banning, California, will hold a public hearing at its meeting of January 13, 2026. 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 applications by Tri Pointe Homes (Applicant) for a Tentative Tract Map application (TTM39259/PTM25-0004) to subdivide 16 parcels located in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan, totaling 160.02 acres, into 544 single-family detached residential lots, in Planning Areas 46, 47A, 47C, 48A, 49B, and 53 (98.12 acres) with minimum lot sizes from 3,400 to 5,000 square feet, and 36 condominium lots in Planning Area 49A (20.75 acres) for 248 duplex condominium units, a 1.03-acre park and 5.62-acre park in Planning Areas 31 and 63A, open space and stormwater drainage areas in the Southern California Edison (SCE) corridor in Planning Areas 36 and 37 (23.22 acres) at the northwest corner of Highland Home Road and the SCE corridor (APN 408-580-027, -032, -033,-034, -035, -036,-039, -040, -041, -042, -045, -047, -050, -051, -052, -064)
The Planning Commission reviewed the subject project at its meeting of December 3, 2025, and voted 2 to 1 to recommend approval of the application to the City Council by adopting Resolution 2025-12.
**ENVIRONMENTAL DETERMINATION:** The proposed

project was evaluated under the California Environmental Quality Act (CEQA) Guidelines and it was determined that the project is in compliance with the previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and is subject to the adopted Mitigation Monitoring and Reporting Program found here https://banningca.gov/ArchiveCenter/ViewFile/Item/1877. Pursuant to the CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental action is required. A Notice of Determination has been prepared for the project.

**REVIEW OF PROJECT INFORMATION** : The proposed application, site plan, 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 PLANNING MANAGER OF THE CITY OF BANNING, CALIFORNIA.

| | |
|---|---|
| Mark Staples | Dated: December 22, 2025 |
| Planning Manager | Publish: December 26, 2025 |

Published
Record Gazette
December 26, 2025

# MINUTES

## PLANNING COMMISSION - REGULAR MEETING
## CITY OF BANNING, CALIFORNIA

**December 3, 2025**
**5:30 p.m.**
**In Chambers**

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

**1. CALL TO ORDER –** 5:34 p.m.

**1.1 PLEDGE OF ALLEGIANCE**
**1.2 ROLL CALL**

| COMMISSIONERS | PRESENT | ABSENT |
|---|---|---|
| Castorena, Chris | X | |
| Dale, Kathleen | X | |
| Marshall, Al | X | |
| Phelps, Gerry | X | |
| Rodriguez, Nathaniel | X | |

**2. PUBLIC COMMENTS**

Chair Dale opened public comments

- **Inge Schuler** expressed concern about comments made by Commissioner Rodriguez at the last meeting regarding the existence of Sun Lakes and requested an apology.
- **Frank Connolly** reported a property with ongoing conditional use permit violations at San Gorgonio and Lincoln St., urging action before litigation. He also mentioned trash issues at a nearby liquor store.
- **Stuart McKenzie** thanked the commission for rejecting the Sunset Crossroads project.

Chair Dale closed public comments

**3. CONSENT AGENDA**

3.1 Approval of the meeting minutes for the September 10, 2025 and November 5, 2025, Planning Commission meetings.
**Recommendation:** Approve the meeting minutes for the September 10, 2025 and November 5, 2025, Planning Commission meetings.

ACTION: Motion/Second (Phelps/Castorena) to approve the minutes of November 5, 2025 as presented. Motion carried unanimously 5-0.

Chair opened public comments.
No public comments.
Chair closed public comments.

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The minutes from September 10th were pulled for discussion due to numerous markups. Chair Dale noted she had edits on most pages and suggested to provide red-lined version of the minutes to the Commission.

Individual changes should be sent directly to staff for verification against the video recording, with a final version brought back for Commission adoption.

A motion to continue the September 10, 2025 meeting minutes to the January meeting by Chair Dale, seconded by Commissioner Castorena. Motion carried unanimously 5-0.

## 4. PUBLIC HEARINGS

4.1 CONTINUED FROM NOVEMBER 17, 2025, PLANNING COMMISSION MEETING -

Consideration of Applications by Tri Pointe Homes for Tentative Tract Map No. 39259 (PTM25- 0004) and Design Review No. 25-0008 (PDR25-0008) to Subdivide 160.02 Acres into 544 Single-Family Residential Lots and into 36 Condominium Lots for 248 Attached Condominium Units, a 1.03-acre Park, a 5.62-acre Park, within the Atwell Development at the Northwest Corner of Highland Home Road and Southern California Edison (SCE) Corridor.

**Recommendation:**

Adopt Resolution No. 2025-12 recommending approval to the City Council to make a determination that the Project does not require further environmental review, under Section 15162 (Subsequent EIRs and Negative Declarations) of the California Environmental Quality Act (CEQA) Guidelines and approve Tentative Tract Map No. 39259 (PTM25-0004), a proposal to subdivide 160.02-acres of land across nine (9) Planning Areas, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, 63A, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) into 544 single-family residential lots and 36 condominium lots (248 duplex condominium units); and

Adopt Resolution No. 2025-13 approving Design Review No. 25-0008 (PDR25-0008), to increase the density to a maximum of 12 du/ac in the Medium Density Residential (MDR) land use district for Planning Area 49A and future planning areas and to allow the construction of 248 duplex condominium units, with common area and perimeter landscaping, and landscaping design for a 1.03-acre Park site for Planning Area 31, located west of the northern most extension of Highland Home Road (the “Project”).

**Public Hearing: Tentative Track Map 39259 and Design Review**

Commissioners Marshall and Rodriguez recused themselves from items 4.1 and 4.2 due to a conflict of interest with the HOA.

Planning Manager Mark Staples presented the staff report detailing the project's history and proposed plans.

The proposed subdivision will subdivide 160 acres across nine different planning areas.

**Subdivision Map Act Findings**

- Finding A: The proposed tentative map is consistent with the general plan.
- Finding B: The design and improvements are consistent with the zoning district.
- Finding C: The site is physically suited for the development.

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Findings D through G: The subject site is physically suitable for the proposed density; design won't cause environmental damage, health problems, or conflict with public easements

**Design Review Findings**

- Finding A: The proposed use is consistent with the general plan.
- Finding B: The proposed use is consistent with the zoning ordinance.

Finding C and D: The design and layout will not interfere with neighboring properties or create vehicular/pedestrian hazards, and it is compatible with the surrounding neighborhood

**Public Hearing Notice and Environmental Determination**

- Public hearing notice was published on October 31st, 2025, and subsequent notices were mailed on November 5th.
- No comments were received from property owners.

**Applicant Presentation**

- Michael Heishman from Tri Pointe Homes provided a project update.
- Construction began in 2018; approximately 1,200 homes have been closed.

**Commissioner Questions and Discussion**

- Commissioner Phelps asked about the estimated completion timeframe.
- Tri Pointe Homes anticipated approximately 15 years to complete the project.
- Commissioner Dale inquired about changes since the 2007 EIR.
- What's the best way for Commissioners to communicate changes?
- What factors might be influencing the unit density?
- Concerns over traffic congestion.
- Commissioner Dale asks Michael Heishman of the Tri Pointe home question to understand when at the rate of 300 homes per year that this will be finished.
- Commissioner Chris inquired about substantive changes to support SAFER's claims.
- Commissioner Phelps reported speaking with Richard Drury, who cited new information regarding construction equipment and project analysis.
- Traffic verification reports and land use plans were mentioned to account for any changes or traffic updates.
- Discussion about the 496 acres of open space.
- Concern that the public is not able to make use of a good portion of it and how it is or is not safe for the community to utilize the areas at night.
- Discussing if areas should be lighted, concerns for Dark Sky ordinance would need to be followed by.
- Questions of the project by engineer and staff were held related to topics discussed
- Continued questions about landscape, open space areas, utilities , traffic, community, etc.

Public Hearing was opened by Chair Dale at 7:12 p.m.

- **Inge Schuler** raised concerns on safety and traffic in area if more density occurs.

Public Hearing was closed by Chair Dale at 7:14 p.m.

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ACTION: Motion/Second (Marshall/Phelps) to Adopt Resolution 2025-12, recommending City Council Approve Tentative Tract Map 39259 and Design Review Application, Case PDR 25-0008, with revised Public Works conditions #15 and #16 as well as Public Works Street #34.

| COMMISSIONER | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Castorena, Chris | X | | | |
| Dale, Kathleen | | X | | |
| Marshall, Al | | | X | |
| Phelps, Gerry | X | | | |
| Rodriguez, Nathaniel | | | X | |

The motion passed with a 2-1-2 vote.

4.2 CONTINUED FROM NOVEMBER 17, 2025, PLANNING COMMISSION MEETING - Consideration of an Application by Tri Pointe Homes for Tentative Tract Map No. 39262 (PTM25- 0005) to Subdivide 68.74 Acres into 193 Single- Family Lots, a 1.19-Acre Lettered Lot for a Park, and Two Lettered Lots Totaling 16.53 Acres for the Southern California Edison (SCE) easement and Park-Open Spaces within the Atwell Development at the northeast corner of Highland Home Road and the SCE Corridor.

**Recommendation:**

Adopt Resolution No. 2025-14 recommending approval to the City Council to make a determination that the Project does not require further environmental review, under Section 15162 (Subsequent EIRs and Negative Declarations) of the California Environmental Quality Act (CEQA) Guidelines and approve Tentative Tract Map No. 39262 (PTM25-0005), a proposal to subdivide six (6) vacant parcels (APN 408-580-053, -054, -055, -056, -063, -064) totaling 68.74-acres of land across four (4) Planning Areas, 50A, 51, 74, and 75, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) into 193 single-family residential lots, with minimum lots sizes of 5,000 and 4,500 square feet, respectively, and a 1.19-acre lettered lot for a park between the Planning Areas, and two lettered lots totaling 16.53 acres for the Southern California Edison (SCE) easement and park/open spaces.

Planning Manager Mark Staples presented the staff report for item case number PTM25-0005. Design includes Subdividing 68.74 acres into 193 single-family lots.

**Commissioner Questions and Discussion**

- Roads will be maintained by a separate HOA
- Discussions about tree canopy coverage and shade

**Environmental Determination**

- Compliance with Environmental Impact Report for the Butterfield Specific Plan
- No further analysis or environmental action is required.

**Traffic and Road Improvements**

- Is there any sort of impact on increased traffic flow -The impact fees related to roads have a plan in place -Will contribute to widening high traffic area roads.

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**Additional Findings on Safety**

- -There are currently plans for a reservoir -New homes must to abide by codes -The developers will modify public spaces to protect the safety of residents.

**Subdivision Findings**

- Complies with land use designation
- Adequate pedestrian and emergency access will be in place

Public Hearing was opened by Chair Dale at 8:08 p.m.

- **Frank Connolly** asked if the roads are going to be private and maintained by the HOA.

Public Hearing was opened by Chair Dale at 8:10 p.m.

ACTION: Motion/Second (Marshall/Phelps) to Adopt Resolution 2025-14, recommending City Council approve Tentative Tract Map 39262,Case PDR 25-0005, with revised Water conditions No. 15 and 16 and Public Works PW.Street.34..

| COMMISSIONER | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Castorena, Chris | X | | | |
| Dale, Kathleen | | X | | |
| Marshall, Al | | | X | |
| Phelps, Gerry | X | | | |
| Rodriguez, Nathaniel | | | X | |

The motion passed with a 2-1-2 vote

## 5. DISCUSSION ITEMS

Commissioner Phelps asked about reverting the zoning of the property behind Albertson's from Industrial to Commercial.

Director Newell advised the request has been forwarded to the City Attorney's Office and will be reported back to the Commission

## 6. ANNOUNCEMENTS AND REPORTS

### 6.1. DIRECTOR'S REPORT

Director Newell reported no updates from City Council and announced his resignation, with last day of December 19.

### 6.2. COMMISSIONER REPORTS

Commissioner Castorena noted community outreach efforts and announced the Holiday Parade on Saturday the 6th.

## 7. ITEMS FOR FUTURE AGENDAS

## 8. ADJOURNMENT

A motion to Adjourn the meeting was made by Commissioner Castorena, seconded by Commissioner Phelps.
Motion carried unanimously 3-0, and the meeting was adjourned at 8:25 pm.

DRAFT

Minutes prepared by:

Sandra B. Calderon
Recording Secretary

*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/270?view_id=1&redirect=true***

***All documents related to this meeting are available here:***
***https://d3n9y02raazwpg.cloudfront.net/banningca/cc83bdd4-3132-11f0-856f-005056a89546-38305488-93fe-4918-9dd7-c67857e7b6c7-1764913888.pdf***

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Mark Staples, Planning Manager** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-04, Approving a Tentative Tract Map Application (Case No. TTM 39262/PTM25-0005), submitted by Tri Pointe Homes to Subdivide 6 Parcels Totaling 68.74 Acres into 193 Single-Family Residential Lots, Located at the Northeast Corner of Highland Home Road and the Southern California Edison Corridor** |

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**RECOMMENDATION:**

Adopt Resolution 2026-04

**BACKGROUND:**

Project Applicant: Michael Heishman, Tri Pointe Homes

1250 Corona Pointe Court, Ste 600

Corona, CA 92879

Property Owner: Tri Pointe Homes IE-SD Inc.

177 E Colorado Blvd, Ste 500

Pasadena, CA 91105

**Planning Commission Recommendation:**

At the duly noticed public hearing on December 3, 2025, the Planning Commission considered the subject Tentative Tract Map application, Case No. TTM39262 (PTM25-0005). After receiving the staff presentation, reviewing the project materials, and taking public testimony, the Planning Commission voted 2-1 to adopt Resolution 2025-14, recommending that the City Council approve Case No. TTM39262 (PTM25-0005), subject to the conditions of approval contained in Exhibit A.

**Project Summary:**

This is a request to allow the subdivision of six (6) vacant parcels totaling 68.74 acres, into 193 single-family residential lots, including a 1.19-acre Park area, and 16.53 acres of passive open space/park areas utilized as drainage basins. The single-family residential lots meet the minimum 5,000 square foot lot size, density, and development standards of the Low Density Residential (LDR), and the 4,500 square foot lot size, density, and development standards of the Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell).

The proposed subdivision will include internal local street access, utility extensions and connections, and flood control drainage improvements designed in accordance with City standards. The Park area and open space lots will be privately maintained and used for recreation and stormwater retention. Other public improvements include the construction of full-width street improvements with curb gutter and sidewalk, which are required as part of the final map and improvement plan submittal process.

**Applications Filed:**

Tentative Tract Map application, TTM39262 (PTM25-0005) for the subdivision of 68.74 acres into 193 single-family residential lots, a lettered lot for park uses, and a lettered lot for open space and stormwater retention purposes. The City Council shall review the Tentative Tract Map for conformance with Section 66474 of the Subdivision Map Act and Banning Municipal Code Title 16.

**Related Actions:**

The applicant, Tri Pointe Homes, submitted a Design Review application for the single-family housing product for TTM39262, the landscape design for the Park area on the lettered lot, and the front yard and perimeter landscaping for all of the lots in the TM. The Design Review is tentatively approved by the Planning Department pending approval of PTM25-0005.

**DESCRIPTION:**

**Existing Conditions:**

The 68.74-acre vacant site is an undeveloped group of parcels, previously disturbed from regular weed control. The surrounding properties are all vacant land within the Butterfield Specific Plan, with land uses including LDR and MDR land use districts and Park areas with open space buffers to the north, east, and south. The Southern California Edison transmission line corridor aligns east-to-west along the southern edge of the project area. A list of the project Planning Areas, land use districts, acreage, surrounding land uses, and development standards are below.

*Tentative Tract Map No. 39259 – Planning Areas:*

| Planning Area | Land Use District | Acres | Gross Density | Min Lot Size | Total Lots/Units |
|---|---|---|---|---|---|
| 50A | LDR | 24.56 | 4.4 | 5,000 sf | 109 |
| 51 | MDR | 18.47 | 4.2 | 4,700 sf | 84 |
| Park Area | Park | 1.19 | | | |
| 74 &<br>Portion of 75 | Open Space | 16.53 | | | |

| *Surrounding Property* | *Existing Land Use Per Chapter 17* | *Existing General Plan/ Butterfield Specific Plan Designation* |
|---|---|---|
| Subject Property | Vacant | Low Density Residential<br>Medium Density Residential |
| North | Vacant | 12.97ac Future School Site<br>Low Density Residential<br>Open Space |

| | | |
|---|---|---|
| South | Vacant – SCE Easement<br><br>Single-Family Residences | Very Low Density Residential<br><br>Low Density Residential |
| East | Vacant – Riverside County Unincorporated | Ranch/Agriculture - Hillside (10 ac min.) |
| West | Vacant | Medium Density Residential<br><br>Low Density Residential |

**Project Compliance with Standards:**

*Pursuant to the Butterfield Specific Plan, the following development standards apply:*

| ***Butterfield SP Development Standards*** | ***Low Density Residential***<br><br>***PA 50A*** | ***Medium Density Residential***<br><br>***PA 51*** |
|---|---|---|
| Max. Density (Units/Ac.) | 5 du/ac | 10 du/ac |
| Min. Lot Size | 5,000 | 4,500 |
| Minimum Average Lot Size | 7,500 | 7,200 |
| Min. Lot Width (Feet)<br><br>Interior<br><br>Corner | <br><br>50<br><br>55 | <br><br>45<br><br>50 |
| Min. Lot Frontage (Feet) | 30 | 30 |
| Min. Front Setbacks (Feet)<br><br>· Porch<br><br>· Living<br><br>· Front Facing Garage<br><br>· Swing-In Garage | <br><br>10<br><br>10<br><br>20<br><br>12 | <br><br>10<br><br>10<br><br>20<br><br>-- |
| Min. Side Yard Setbacks (Feet)<br><br>· Porch<br><br>· Living | <br><br>5<br><br>10 | <br><br>5<br><br>10 |
| Min. Rear Yard Setbacks (Feet)<br><br>· Living<br><br>· Garage/Patio<br><br>· Living Over Garage | <br><br>15<br><br>5<br><br>10 | <br><br>15<br><br>5<br><br>10 |
| Max. Building Height | 35 Feet | 35 Feet |
| Lot Coverage | 50% two-story<br><br>70% one-story | 70% |

| | | |
|---|---|---|
| Parking | | |
| · Resident | 2/unit/garage | 2/unit/garage |
| · Guest | driveway/street | 0.33/unit |

**Tentative Tract Map**

The proposed subdivision site was created by Tract Map No. 35967, a subdivision of 1,528 acres of the northern portion of the Butterfield Specific Plan, which created the current layout of the Butterfield Specific Plan's 47 Planning Areas, including parks and open space. This proposed subdivision, TM39262, design establishes an internal local street network extending westward for primary access to/from the northern extension of Highland Home Road. The new east-west street, Ironwood Way (F Street), will provide secondary access to Highland Springs Avenue and intersect with the primary access road to this tract.

As listed in the tables above, the single-family residential lot size minimums range from 4,500 sq. ft. to 5,000 sq. ft., consistent with Table 5-3 of the Low Density Residential (LDR) and Table 5-6 of the Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan.

The Public Works and Fire Departments have conditioned the project to ensure adequate access to each Planning Area is provided prior to building permit or occupancy for the subsequent homes. Ironwood Way, as stated above, provides an east-west secondary access point to the tract to/from Highland Springs Avenue. Utilities and storm drain improvements will be constructed within the dedicated right of way.

An existing water tank is located immediately to the east of the proposed tract in Planning Area 75 and was needed for potable water and adequate pressure for the Tri Point Homes tracts under construction to the south of the SCE easement. An additional water tank is proposed approximately 1,000 feet north of the tract in the northernmost area of Planning Area 75 (APN 408-580-011). The water tank is conditioned to be completed prior to the occupancy of the first sold new home in TM39262 (or TM39259 to the west), in order for there to be sufficient supply and pressure of potable and fire water lines.

The subdivision also includes open space lots along the edges of the tract to the north and east that will serve as stormwater flood control basins. These basins will be interconnected southward to the Southern California Edison (SCE) corridor and then further south to the open space/flood control network being established in the developed section of the Butterfield Specific Plan areas south of SCE. These lots will be designed to retain and manage on-site drainage in compliance with City stormwater standards.

**Mass and Scale:**

The proposed subdivision will establish single-family residential lots that are consistent in size and pattern with the LDR and MDR land use districts of the Butterfield Specific Plan, and with the adjacent single-family residential neighborhoods to the south and west in the Atwell development. The tentatively approved Design Review (PDR25-0010) was reviewed and approved ensuring compatibility with the surrounding development and in compliance with the development standards of the Butterfield Specific Plan.

**Buffers and Open Space:**

The subdivision benefits from existing and new open space and park buffers. Similar to TM39259, the SCE corridor to the south provides a 170-foot wide and 1,000-foot+ long open space buffer and further south to an existing Very Low Density Residential (VLDR) non-Tri Point Home development east of Highland Home Road and vacant LDR land. The initial TM35967 subdivision created open spaces east of Planning Areas 50A and 51 planned for a water tank site and as drainage control areas around the

tract.

A 1.19-acre park space is proposed as a lettered lot for the tract and its landscape design was included in the submittal for PDR25-0010. Front yard, perimeter, and park landscaping designs along with perimeter fences and walls are included in the design plans, and are conditioned to submit and receive approval for building permits prior to installation.

**Grading and Topography:**

The project site is generally flat with a gentle north to south downhill grade and minor contour variations. The project will involve mass rough grading to establish the Planning Areas, Park area, streets, and to form the drainage basins and flood control areas. All graded areas within the tract and along the perimeter will be designed to manage stormwater runoff, including basins to the north and east to protect the future residential lots and within the tract to direct runoff southward across the SCE easement.

**JUSTIFICATION:**

**FINDINGS:**

**Tentative Tract Map:**

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 39262 (PTM25-0005) below:

Finding A: *The proposed Tentative Tract Map is consistent with the General Plan*.

Finding of Fact: The General Plan designates the site as the Butterfield Specific Plan with Low Density Residential (0–5 du/ac) and Medium Density Residential (MDR) land use districts. The proposed subdivision of 68.74 acres into 193 single-family lots meets or exceeds the minimum lot size of 5,000 square feet and 4,500 square feet of the LDR and MDR land use districts, respectively, and maintains a density within the Specific Plan range. The design is compatible with surrounding Butterfield neighborhoods and furthers the Specific Plan's policies on neighborhood character and land use compatibility.

Finding B: *The design and improvements of the proposed Tentative Tract Map is consistent with the zoning district in which the property is located*.

Finding of Fact: The project meets LDR and MDR land use district development standards consistent with Section 5.0 of the Butterfield Specific Plan and meeting all Public Works development standards providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: *The site is physically suited for this type of development*.

Finding of Fact: The Final Map of TM35967, approved by the City Council and recorded in 2020, established the current master planned layout of the northern half of the Butterfield Specific Plan. The 68.74-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into 193 single-family lots that will be compatible in size to other surrounding properties of the Butterfield Specific Plan.

Finding D: *The subject site is physically suitable for the proposed density of development*.

Finding of Fact: The proposed project consists of 24.56 acres of LDR (0-05 du/ac) and 18.47 acres of MDR (0-10 du/ac) that could permit up to 122 and 185 dwelling units, respectively, for a total of 307 units. The proposed project's 193 units are less intensive than the maximum allowed. The

Butterfield/Atwell project area is currently planned for 4,456 units with a maximum cap of 4,862 units, with a 400+ unit development potential surplus available for the remainder of the Planning Areas.

Finding E: *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat*.

Finding of Fact: The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) and the proposed project meets or exceeds all development standards, and no further analysis or environmental action is required.

Finding F: *The design of the subdivision or type of improvements is not likely to cause serious public health problems*.

Finding of Fact: The subdivision design of Planning Areas 50A and 51, a park area, and future home construction are not likely to cause serious public health problems as the project is consistent with the Butterfield Specific Plan and will comply with all applicable City codes, California Building Code requirements, and adopted development and public improvement standards for stormwater management, street improvements, and safety.

Finding G: *The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision*.

Finding of Fact: The proposed subdivision will submit for a Final Map review with the Public Works Department, which will ensure that all lots have access, streets are dedicated, utility easements aligned, and emergency access points delineated and recorded with the Final Map, ensuring emergency and resident access without impacting the surrounding neighborhood.

**ENVIRONMENTAL DETERMINATION:**

The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental action is required. The project is subject to the adopted Mitigation Monitoring and Reporting Program of the Butterfield Specific Plan EIR Addendum found here https://banningca.gov/Archive.aspx?AMID=57&Type=&ADID= and attached to this staff report. A Notice of Determination has been prepared for the project.

**PUBLIC COMMUNICATION:**

A public hearing notice for Tentative Tract Map No. 39262 (PTM25-0005) was advertised in the Record Gazette newspaper, December 26, 2025. The public hearing notice for the project was mailed to all property owners within 300 feet of the project site on January 2, 2026, notifying the public that the subject application would be considered by the City Council at the regular meeting on January 13, 2026. As of the date of this report, staff have not received any written comments for or against the Project.

**FISCAL IMPACT:**

Approval of Tentative Tract Map No. 39262 (PTM25-0005) will not result in a direct fiscal impact of the City's General Fund. The applicant is responsible for all costs associated with the subdivision, including design, construction, and installation of required public improvements. Processing costs have been

recovered through application fees. Future development of the site will generate property tax revenue and development impact fees, which will offset the cost of municipal services to the new residential lots.

**ALTERNATIVES:**

1. Adopt Resolution 2026-04 with Modifications. Approve the Tentative Tract Map but direct staff to modify or add conditions of approval as determined by the City Council.
2. Continue the Public Hearing. Continue the item to a date certain or a future meeting to allow time for additional information, analysis, or project modifications.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. 7.3a_PTM25-0005_TM39262_CC_Resolution_2026-04.pdf
2. 7.3b PTM25-0005 TM39262 CC COA ExA 1-13-26.pdf
3. 7.3c PTM25-0005 TM39262 Vicinity Map.pdf
4. 7.3d PTM25-0005 TM39262 COMP SITE PLAN.pdf
5. 7.3e PTM25-0005 TM39262 PA 50A-51 Plans.pdf
6. 7.3f Butterfield SP - Mitigation Monitoring and Reporting Program and Addendum.pdf
7. 7.3g PTM25-0005 TM39262 NOD 1-13-26.pdf
8. 7.3h PTM25-0005 TM39262 PHN Affidavit.pdf
9. 7.3i PC Minutes_DRAFT_Dec 3 2025.pdf

**RESOLUTION 2026-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 39262 (PTM25-0005), A PROPOSAL TO SUBDIVIDE 68.74 ACRES OF LAND ACROSS FOUR (4) PLANNING AREAS, 50A, 51, 74, AND 75, IN THE LOW DENSITY RESIDENTIAL (LDR) AND MEDIUM DENSITY RESIDENTIAL (MDR) LAND USE DISTRICTS OF THE BUTTERFIELD SPECIFIC PLAN INTO 193 SINGLE-FAMILY RESIDENTIAL LOTS, A 1.19-ACRE LETTERED LOT FOR A PARK, AND TWO LETTERED LOTS TOTALING 16.53 ACRES FOR OPEN SPACE STORMWATER RETENTION PURPOSES AT THE NORTHEAST CORNER OF HIGHLAND HOME ROAD AND THE SOUTHERN CALIFORNIA EDISON CORRIDOR (APN 408-580-053, -054, -055, -056, -063, -064)**

**WHEREAS**, Tri Pointe Homes ("Applicant" and "Owner"), has applied for Tentative Tract Map No. 39262, Case No. PTM25-0005, to allow for the subdivision of 68.74 acres (APN 408-580-042, -051, -052, -053, -054, -055, -056, -063, -064) of land across four (4) Planning Areas, 50A, 51, 74, and 75, in the Low Density Residential (LDR) and Medium Density Residential (MDR) of the Butterfield Specific Plan (Atwell) into 193 single-family residential lots, including a 1.19-acre lot for a Park, and 16.53 acres of open space for drainage detention and stormwater control purposes, to the open space area along the Southern California Edison (SCE) easement to the south; and

**WHEREAS,** the Planning Commission has the authority, pursuant to the Subdivision Map Act (Government Code Section 66410 et seq.), Title 16 (Subdivisions) of the Banning Municipal Code, to make a recommendation to the City Council on Tentative Tract Map applications; and

**WHEREAS**, on December 3, 2025, continued form the November 17, 2025, special meeting, the Planning Commission held a duly public hearing on Tentative Tract Map No. 39262, received a staff report, public testimony, and project materials, and voted 2-1 to adopt Resolution 2025-14 recommending the City Council approve the Tentative Tract Map subject to conditions of approval; and

**WHEREAS,** public notice for the January 13, 2026, City Council meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

**WHEREAS,** the City Council has reviewed the staff report, environmental documentation, proposed tentative tract map, supporting materials, and public testimony and finds the project in conformance with the requirements of the Subdivision Map Act, the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

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

**SECTION 1. ENVIRONEMNTAL DETERMINATION**

The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance with a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs

and Negative Declarations) no further analysis or environmental action is required. A Notice of Determination has been prepared for the project.

**SECTION 2. REQUIRED FINDINGS FOR TENTATIVE TRACT MAP TM39262 (PTM25-0005)**

Pursuant to Section 66474 of the Subdivision Map Act, there are seven findings that must be met to justify approval of a Tentative Map application. Staff analyzed the application against these findings for Tentative Tract Map No. 39262 (PTM25-0005) below:

Finding A: *The proposed Tentative Tract Map is consistent with the General Plan*.
Finding of Fact: The General Plan designates the site as the Butterfield Specific Plan with Low Density Residential (0–5 du/ac) and Medium Density Residential (MDR) land use districts. The proposed subdivision of 68.74 acres into 193 single-family lots meets or exceeds the minimum lot size of 5,000 square feet and 4,500 square feet of the LDR and MDR land use districts, respectively, and maintains a density within the Specific Plan range. The design is compatible with surrounding Butterfield neighborhoods and furthers the Specific Plan's policies on neighborhood character and land use compatibility.

Finding B: *The design and improvements of the proposed Tentative Tract Map is consistent with the zoning district in which the property is located*.
Finding of Fact: The project meets LDR and MDR land use district development standards consistent with Section 5.0 of the Butterfield Specific Plan and meeting all Public Works development standards providing adequate vehicular, pedestrian, and emergency access. All streets, utilities, and drainage facilities will be constructed to City standards.

Finding C: *The site is physically suited for this type of development*.
Finding of Fact: The Final Map of TM35967, approved by the City Council and recorded in 2020, established the current master planned layout of the northern half of the Butterfield Specific Plan. The 68.74-acre site is relatively flat with a gentle north to south downhill grade and will be subdivided into 193 single-family lots that will be compatible in size to other surrounding properties of the Butterfield Specific Plan.

Finding D: *The subject site is physically suitable for the proposed density of development*.
Finding of Fact: The proposed project consists of 24.56 acres of LDR (0-05 du/ac) and 18.47 acres of MDR (0-10 du/ac) that could permit up to 122 and 185 dwelling units, respectively, for a total of 307 units. The proposed project's 193 units are less intensive than the maximum allowed. The Butterfield/Atwell project area is currently planned for 4,456 units with a maximum cap of 4,862 units, with a 400+ unit development potential surplus available for the remainder of the Planning Areas.

Finding E: *The design of the subdivision or the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat*.
Finding of Fact: The proposed project was evaluated for potential effects on the environment as required under the California Environmental Quality Act (CEQA) and it was determined that the project is in compliance a previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) and the proposed project meets or exceeds all development standards, and no further analysis or environmental action is required.

Finding F: *The design of the subdivision or type of improvements is not likely to cause serious public health problems*.
Finding of Fact: The subdivision design of Planning Areas 50A and 51, a park area, and future home construction are not likely to cause serious public health problems as the project is consistent with the Butterfield Specific Plan and will comply with all applicable City codes, California Building Code requirements, and adopted development and public improvement standards for stormwater management, street improvements, and safety.

Finding G: *The design of the subdivision or type of improvements will not conflict with easements, acquired by the public at large, for access through or use of the property within the proposed subdivision*.
Finding of Fact: The proposed subdivision will submit for a Final Map review with the Public Works Department, which will ensure that all lots have access, streets are dedicated, utility easements aligned, and emergency access points delineated and recorded with the Final Map, ensuring emergency and resident access without impacting the surrounding neighborhood.

**SECTION 3. APPROVAL**

The City Council hereby approves Tentative Tract Map No. 39262 (PTM25-0005), subject to the Conditions of Approval attached hereto as Exhibit A.

**SECTION 4. CERTIFICATION**

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

**PASSED, APPROVED AND ADOPTED** this 13th day of January, 2026.

Richard Royce, 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 2025-04, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 13th day of January, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

**EXHIBIT A**
Conditions of Approval

# City of Banning

## Community Development Department
## Conditions of Approval

PROJECT: Tentative Tract Map No. 39262 – PTM25-0005
SUBJECT: Conditions of Approval (City Council Resolution 2026-04)
APPLICANT: Tri Pointe Homes
LOCATION: Northeast corner of Highland Home Road and the Southern California Edison (SCE) Corridor - APNs: 408-580-042, -051, -052, -053, -054, -055, -056, -063, & -064

**EXHIBIT A**

**To City Council Resolution 2026-04**

***All fair share agreements, covenant agreements and agreements subject to recordation will be subject to review and approval by the City Attorney and will include appropriate enforcement provisions by the City and be properly securitized.**

**Community Development**

*The Department of Community Development provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Planning Division at (951) 922-3125 for compliance with the following conditions.*

**Planning Division**

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PLN.General.01 | The project shall always comply with all federal, state, County and City laws, codes, regulations, and standards. | Informational | |
| PLN.General.02 | The applicant shall indemnify, protect, defend, and hold harmless, the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to, arbitrations, mediations, and other such procedures) (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project, whether such actions are brought under the California Environmental Quality Act (CEQA), State Planning and Zoning Law, the Subdivisions Map Act, | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | Code of Civil Procedure Sections 1085 or 1094.5, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a competent jurisdiction.<br><br>It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action. | | |
| PLN.General.03 | The City and Developer are parties to a Development Agreement, recorded on July 17, 2012, as document number 2012-0332888 ("DA"). In the event of any direct inconsistency or conflict between these Conditions of Approval and the DA, the DA shall control. The Developer shall indemnify the City as described in the DA. | Informational | |
| PLN.General.04 | Approval of this entitlement shall not waive compliance with any sections of the CA Government Code, Banning Municipal Code (BMC), or other applicable City ordinances, in effect at the time of building permit issuance. | Informational | |
| PLN.General.05 | The Project permitted under PTM25-0005 (TM39262) shall run with the term of the DA and shall commence operation within two (2) years from the date of this approval. The Community Development Director may, upon a written application being filed 30 days prior to expiration and for good cause, grant an extension not to exceed 12 months. Upon granting of an extension, the Community Development Director shall ensure that the Tentative Tract Map complies with all current provisions of BMC Title 16 and Subdivision Map Act. | Informational | |
| PLN.General.06 | Unless approved otherwise by City, the developer shall comply with all applicable conditions of City Council Ordinance No. 1450 approving the Butterfield Specific Plan and conditions of City Council Resolution No. 2017-07 approving Minor Modifications to the Butterfield Specific Plan | Informational | |
| PLN.General.07 | All mitigation measures required by the Butterfield Specific Plan Environmental Impact Report Mitigation Monitoring and Reporting Program (MMRP), as modified pursuant to the approved Addendum, and conditions of the project's Settlement Agreement shall be implemented if those measures/conditions relate to this phase or part of the development or are required to be satisfied in connection with this phase or part of the development. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PLN.General.08 | A copy of the signed Resolution of Approval or Community Development Director's letter of approval, along with all conditions of approval and any applicable mitigation measures imposed on Tentative Tract Map No.39262, PTM25-0005, shall be reproduced in legible form on all grading, building, construction, improvement, landscape, and irrigation plans submitted for review and approval as required by the reviewing department. | Informational | |
| PLN.General.09 | Prior to any occupancy/use of the Project site, or business activity being commenced thereon, the applicant shall complete these conditions of approval to the satisfaction of the Community Development Director. | Informational | |
| PLN.General.10 | The subject property shall be operated and maintained in accordance with the site plans stamped approved by the City and on file in the Planning Division, the conditions contained herein, and the applicable regulations within the BMC. | Informational | |
| PLN.General.11 | The Applicant shall submit a perimeter landscape plan for review and approval by the Community Development Department. Landscaping shall be used to soften the visual impact of fencing and integrate the project with surrounding properties, consistent with Amended Butterfield Specific Plan.<br>All required landscaping shall be installed prior to final occupancy of the last dwelling unit within TM39262. | Submit Plans Prior to Issuance of Building Permits<br>Installation Prior to Last Occupancy | |
| PLN.General.12 | The Applicant shall submit a detailed perimeter fencing plan for review and approval by the Community Development Department. Fencing shall be designed in a manner that is compatible with adjacent properties and consistent with the Amended Butterfield Specific Plan.<br>All required fencing shall be installed prior to final occupancy of the last dwelling unit within TM39262. | Submit Plans Prior to Issuance of Building Permits<br>Installation Prior to Last Occupancy | |
| PLN.General.13 | All residential and commercial neighborhoods and public facilities shall require Design Review approval by the Community Development Director. | Informational | |
| PLN.TTM.01 | The subdivision shall be developed in substantial conformance with the approved Tentative Tract Map, the associated exhibits, and these Conditions of Approval. | Informational | |
| PLN.TTM.02 | All lots shall meet or exceed the minimum lot size, width, depth, and other dimensional requirements of the Banning Municipal Code at the time of Final Map recordation. | Prior to Final Map Recordation | |
| PLN.TTM.03 | Any common open space, entry features, or landscape areas shown on the Tentative Map shall be landscaped per | Prior to Issuance of Last Occupancy | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | an approved plan prior to final occupancy of the last dwelling unit within TM39262. | | |
| PLN.TTM.04 | If common areas, open space, or private streets are proposed, the applicant shall establish a Homeowners' Association (HOA) or other mechanism acceptable to the City to ensure ongoing maintenance. | Informational | |
| PLN.TTM.05 | Covenants, Conditions, and Restrictions (CC&Rs) Supplemental Declarations shall be submitted to the Planning Department for review to ensure they address maintenance of any common areas, landscaping, and private improvements. | Informational | |
| PLN.TTM.06 | The applicant shall coordinate with the Community Development Department for the addressing of all lots prior to recordation of the Final Map. | Prior to Final Map Recordation | |
| PLN.TTM.07 | Prior to approval of the Final Map, all conditions requiring the provision or proposed project facilities and subdivision improvements for the area covered by the Tentative Map must be satisfied either through performance or through the provision of suitable security prior to recordation of the Final Map. | Prior to Final Map Recordation | |
| PLN.TTM.08 | Prior to commencement of development within the tract, the Developer shall provide a written Phasing Plan specifying when the lots within the subdivision will be developed and when all appropriate public infrastructure within the subdivision will be constructed. | Prior to Issuance of Building Permits | |

### Office of the Fire Marshal

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| Fire.01 | BLUE DOT REFLECTORS- Blue retro-reflective pavement markers shall be mounted on private streets, public streets and driveways to indicate location of fire hydrants. Prior to installation, placement of markers must be approved by the Banning Office of the Fire Marshal. | Informational | |
| Fire.02 | FIRE PROTECTION WATER SUPPLES/HYDRANTS - The minimum number of fire hydrants required, as well as the location and spacing of fire hydrants, shall comply with the CFC Appendix C. Fire hydrants shall be located no more than 600 feet from all portions of the exterior of the building along an approved route from a fire apparatus access road. Where new water mains are extended along streets and hydrants are not needed for protection of structures, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along streets for transportation hazards. | Informational | |

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| | The size and number of outlets required for the approved fire hydrants are 4" x 2 ½". Final fire hydrant locations shall be determined during the fire water plan review by Banning Office of the Fire Marshal and Public Works. Hydrant spacing shall be whichever is more restrictive, Fire or Public Works. Reference CFC as amended. | | |
| Fire.03 | POTENTIAL FIRE FLOW- Fire Protection Water Supplies/Fire Flow - Minimum fire flow for the construction of all buildings is required per CFC Appendix B. Prior to building permit issuance for new construction, the applicant shall provide documentation to the Fire Department to show there exists a water system capable of delivering the required fire flow. Specific design features may increase or decrease the required fire flow. Reference CFC as amended. | Informational | |
| Fire.04 | Traffic Calming Devices - Requests for installation of traffic calming designs/devices on fire apparatus access roads shall be submitted and approved by the Fire Code Official. Reference CFC as amended. | Informational | |
| Fire.05 | Fire Department Access Turn Around – On-parcel dead-end fire apparatus access roads exceeding 150 feet in length shall provide a bulb turnaround at the terminus measuring a minimum as prescribed in the specific plan In-lieu of a bulb, a hammer-head type turnaround is acceptable where the top of the "T" dimension is 120 feet with the stem in the center. Additional turnaround designs may be acceptable as approved by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal and/or Riverside County Fire Department Policies and Standards. | Informational | |
| Fire.06 | Fire and Life Safety Requirements - Final fire and life safety conditions will be addressed when the Fire Department reviews any subsequent submittals. These conditions will be based on California Fire Code (CFC), California Building Code (CBC), and related codes/standards adopted and amended at the time of construction plan submittal. | Informational | |
| Fire.07 | Materials and Construction Methods for Exterior Wildfire Exposure - Projects in the Local Responsibility Area, Very High Fire Hazard Severity Zone, and High Fire Hazard Severity Zones shall comply with Chapter 3, R337 of the California Residential Code and California Code of Regulations Title 14 Fire Safety Regulations. Reference CFC as amended. | Informational | |
| Fire.08 | The applicant or developer shall furnish one copy of the water system plans to the Fire Department for review. Plans shall be signed by a registered civil engineer, containing a Fire Department approval signature block, and shall conform to hydrant type, location, spacing and minimum fire flow. Once plans are signed by | Prior to Final Map Recordation | |

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| | local water company, the originals shall be presented to the Fire Department for signature. | | |
| Fire.09 | SECONDARY ACCESS - Unless otherwise approved by the Fire Department, dead end fire apparatus access roads shall not exceed (660 feet for Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zone areas. 800 feet for Moderate Fire Hazard Severity Zone) 1,320 feet. Secondary egress/access fire apparatus access roads shall provide independent egress/access from/to the area or as otherwise approved by the Fire Department. Secondary egress/access fire apparatus access roads shall be as remote as practical from the primary fire apparatus access road to reduce the possibility that both routes will be obstructed by a single emergency. Additional fire apparatus access roads based on the potential for impairment by vehicle congestion, condition of terrain, climatic conditions, anticipated magnitude of a potential incident, or other factors that could limit access may be required by the Fire Department. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards | Prior to Final Map Recordation | |
| Fire.10 | Fire Department Access - Fire apparatus access roads shall be provided within 150 feet of all exterior portions of buildings, unless otherwise approved by the Fire Department. Fire apparatus access roads shall have an unobstructed width of no less than 24 feet. Dead-end fire apparatus access roads exceeding 150 feet shall provide an approved turn around. The minimum required turning radius of a fire apparatus access road shall be as prescribed in the specific plan. . Additional turnaround designs may be acceptable as approved by the Fire Department The construction of the fire apparatus access roads shall be all weather and capable of sustaining 80,000 lbs. Unless otherwise approved, the grade of a fire apparatus access road shall not exceed 14 percent, and the cross slope shall not exceed 2.5 percent. The angles of approach and departure for fire apparatus access roads shall be a maximum of 6 percent grade change for 25 feet of approach/departure. Reference CFC as amended and Banning Office of the Fire Marshal/Riverside County Fire Department Policies and Standards.<br>a. Fire Lane marking: Identification and marking of fire lanes, including curb details and signage, shall comply with all Banning Office of the Fire Marshal/Riverside County Fire Department Standards. | Prior to Final Map Recordation | |
| Fire.11 | Phased Construction Access and Water Supply: If construction is phased, an approved phasing plan shall be approved by the Fire Department. Each phase shall provide approved access and water supply for fire protection prior to any construction. Reference CFC as amended. | Prior to Final Map Recordation | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| Fire.12 | HAZARDOUS VEGETATION AND FUEL MANAGEMENT - Projects in the Local Responsibility Area, Very High and High Fire Hazard Severity Zone shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. A preliminary plan shall be approved by the Fire Department prior to any new parcel map recordation Reference CFC as amended. | Prior to Final Map Recordation | |
| Fire.13 | MAP- HFA REVIEW – Final Hazardous vegetation and fuel management plans shall be submitted and approved by the Fire Department to review and approve building setbacks, water and access for new single-family dwellings that are in a hazardous fire area. | Prior to Issuance of Grading Permit | |
| Fire.14 | TRACT WATER VERIFICATION – An approved temporary or final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to any combustible building material placed on an individual lot. Contact the Banning Office of the Fire Marshal to inspect the required fire flow, street signs, all weather surface, and all access and/or secondary. Approved temporary or final water plans must be at the job site. Fire will allow models and production with no secondary access. First production Certificate of Occupancy will require secondary access to be completed. | Prior to Building Permit Issuance | |
| Fire.15 | Projects in the Local Responsibility Area Very High Fire Hazard Severity Zone and High Fire Hazard Severity Zones shall provide a Hazardous Vegetation and Fuel Management Plan to be reviewed and approved by the Fire Department. | Prior to Building Permit Issuance | |
| Fire.16 | SECONDARY/ALTERNATE ACCESS- In the interest of Public Safety, the project shall provide An Alternate or Secondary Access(s). Said Alternate or Secondary Access(s) shall have concurrence and approval of both the Public Works Department and the Banning Office of the Fire Marshal/Riverside County Fire Department. Alternate and/or Secondary Access(s) shall be approved, constructed, useable, and inspected per approved plans prior to the issuance of the first structure permit. Fire will allow models and production with no secondary access. First production Certificate of Occupancy will require secondary access to be completed. | Prior to Building Permit Issuance | |
| Fire.17 | Fire Maps will come into effect July 22, 2025, therefore structures in those areas will be required to comply with Chapter 3377A requirements. | Prior to Building Permit Issuance | |
| Fire.18 | WATER VERIFICATION – The approved final water system, including all fire hydrant(s), shall be installed and accepted by the appropriate water agency and the Office of the Fire Marshal prior to first certificate of occupancy. Contact the Banning Office of the | Prior to first Building Certificate of Occupancy | |

| COA # | Condition of Approval | Condition Milestone | Status |
|---|---|---|---|
| | Fire Marshal to inspect the required fire flow. Approved water plans must be at the job site. | | |
| Fire.19 | VERIFICATION INSPECTION- Prior to Certificate of Occupancy, Developer shall contact the Banning office of the Fire Marshal to schedule an inspection for items that were shown at building permit issuance (ie Access, Addressing, Water System and/or Fuel Modification). | Prior to Final Inspection | |
| Fire.20 | RESIDENTIAL FIRE SPRINKLER - Residential fire sprinklers are required in all one and two family dwellings per the California Residential code, California Building Code and the California Fire Code. Plans must be submitted to the Fire Dept. for review and approval prior to installation. | Prior to Final Inspection | |

**Banning Electric Utility**

*The Department of Banning Electric Utility provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Banning Electric Division at (951) 922-3160 for compliance with the following conditions.*

**Electric Engineering Division**

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| BEU.ENG.01 | The City of Banning Electric Utility (Utility) will require adequate easements needed to service the project. Easements may be needed on all neighborhood entrance streets and areas along the perimeter and interior City Utility Facilities, School sites, and Parks for vaults, conduits, streetlights and pad mounted transformers and switches depending on the use of each site. | Informational | |
| BEU.ENG.02 | The developer will be required to install underground conduits, vaults, and pad-mounted equipment from the Utility's Sunset Substation throughout the development for electrical distribution. Coordination with the Utility will be required to identify the location of existing conduits near the substation. | Informational | |
| BEU.ENG.03 | Easements will be required for Local Streets to serve residential lots and street lighting. Adequate easements will be required to serve all parcels of this project. These easements shall be offered for dedication to the City of Banning for public utility purposes. A non-exclusive easement shall be provided to the City of Banning to | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | include the installation of electric distribution facilities within all common areas. | | |
| BEU.ENG.04 | The developer shall be responsible for facilitating any easement agreements necessary for any overhead/underground electrical infrastructure placed either temporary or permanently. | Informational | |
| BEU.ENG.05 | All streetlights to be installed on the major thoroughfares, arterial streets, and local streets are assumed to be publicly owned and maintained by the Utility. | Informational | |
| BEU.ENG.06 | Prior to constructing the Utility's electric distribution system, the developer shall submit a detailed engineering plan showing design, location and schematics for the utility system to be approved by the Utility. It will also be required that the developer follows the Electric Utility Maps & Records requirement (per attachment). This will allow the utility to assist with the completion of a distribution plan and provide a cost estimate to service the project. | Informational | |
| BEU.ENG.07 | The Developer shall execute an agreement with the Utility providing for the installation, construction, improvement and dedication of the utility system following recordation of final map. | Informational | |

**Public Works Department**

*The Department of Public Works provides the Conditions of Approval listed herein for the above-mentioned project. Unless otherwise stated, all conditions shall be completed by the applicant at no cost to any government agency. The Applicant may contact the Engineering Division at (951) 922-3130 for compliance with the following conditions.*

***General Conditions***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.General.01 | The subject property shall substantially conform to the approved PTM25-0005, TTM 39262. The City Engineer may approve minor design modifications to the project plans during the plan check process, if such modifications conform to the provisions of the Banning Municipal Code. Substantial changes shall not be permitted except upon application for, and approval of modification of this entitlement in compliance with all applicable procedures and requirements. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.General.02 | Revisions to the approved TTM 39262 during plan check process; including, but not limited to, lot line alignments, easements, improvement plan revisions, and similar minor changes that are in substantial compliance with the Tentative Map, or associated Conditions of Approval, shall be administratively approved through the plan check process with the mutual consent and approval of the Developer, the Community Development Director, and the City Engineer. Changes that are not administratively approved, through the process referenced above and herein shall be amended in accordance with the Subdivision Map Act, as amended and codified within the Banning Municipal Code (BMC). | Informational | |
| PW.General.03 | All Ordinances, Policy Resolutions, and Standards of the City in effect at the time this project is approved shall be complied with as a condition of this approval. | Informational | |
| PW.General.04 | The applicant shall comply with the approved site plan, the preliminary grading plan, the preliminary WQMP (pWQMP), preliminary Drainage Study, and other relevant documents approved during project entitlement. Any significant omission to the representation of the site conditions may require the plans to be resubmitted for further review and revision. | Informational | |
| PW.General.05 | An Encroachment Permit shall be required prior to commencement of any work within the public right-of-way. The contractor working within the public right-of-way shall submit proof of a Class “A” State Contractor’s License, City of Banning Business License, and Liability Insurance. | Informational | |
| PW.General.06 | The applicant is responsible for resolving any conflicts with existing or proposed easements. All easement(s) of record and proposed easements shall be shown on the final map, grading plan, and improvement plans where applicable. | Informational | |
| PW.General.07 | Where survey monuments exist, such monuments shall be protected or shall be referenced and reset, pursuant to the Business and Professions Code, Sections 8700 to 8805 (Land Surveyors Act) | Informational | |
| PW.General.08 | All future utility systems including electric, telephone, water, sewer, and cable TV, except for temporary utility systems as defined under the development agreement shall be provided for underground, with easements provided as required, and designed and constructed in accordance with City codes and the utility provider. Telephone, cable TV, and/or security systems shall be pre-wired. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.General.09 | Any existing public improvements, or public improvements not accepted by the City that are damaged during construction shall be removed and replaced as determined by the City Engineer or his/her representative. | Informational | |
| PW.General.10 | All weather vehicular access shall be maintained at all times to all parts of the proposed subdivision, where construction work is in progress, for emergency vehicles. | Informational | |
| PW.General.11 | All precautions shall be taken to prevent washouts, undermining and subsurface ponding, caused by rain or runoff to all surface structures (curbs, gutters, sidewalks, paving, etc.). The Engineering Division may order repair, removal and replacement, extra compaction tests, load tests, etc. or any combination thereof for any such structure that was damaged or appears to have been damaged. All of the additional work, testing, etc., shall be at the expense of the Applicant. | Informational | |
| PW.General.12 | Prior to the release of surety and upon completion of construction, the Applicant shall furnish the City with reproducible record drawings of all improvement plans that were approved by the City Engineer. Each sheet shall be clearly marked "As-Built" or "As-Constructed" and shall be stamped and signed by the engineer or surveyor certifying the accuracy and completeness of the drawings. The applicant shall have all AutoCAD files submitted to the City, revised to reflect the “As-Built” conditions | Informational | |

### *Plans and Clearances*

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| The following is a non-inclusive list of items that may be required by the Public Works Department. Unless otherwise authorized in writing by the City Engineer, plans shall utilize the minimum scale specified and shall be drawn on 24”x36” sized paper. Plans should be drawn at a larger scale if additional detail and/or clarity is desired (Note: The applicant may be required to prepare other improvement plans not listed here pursuant to improvement required by other agencies and utility purveyors). Other engineered improvement plans prepared for City approval that are not listed herein shall be prepared in formats approved by the City Engineer prior to commencing plan preparation. |
| All required plans and studies shall be prepared by a Registered Professional Engineer, Registered Professional Geologist. Registered Professional Landscape Architect or Registered Professional Surveyor in the State of California and submitted to the Public Works Department for review and approval. |
| The design of public infrastructure elements shall conform to the requirements of these Conditions of Approval, City General Plan, City/Regional Master Plans, City of Banning Grading Manual, City of Banning codes/standards, Standard Specifications for Public Works Construction (current edition), and Caltrans Standards and Specifications at no cost to any governmental agency as required by the City Engineer unless otherwise agreed to in the current development agreement. |

# City of Banning

## Community Development Department
## Conditions of Approval

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| The design of private grading and improvements outside of public right of way shall comply with the City of Banning Grading Manual, Title 18 of the City of Banning Municipal Code, California Building Code, State Water Resources Control Board orders, rules, and regulations, and City of Banning standards and practices. |
| All off-site plan and profile, street improvement plans, and signing and striping plans shall show all existing improvements for a minimum distance of 200 feet beyond the project limits, and to a distance sufficient to show any required design transitions. |
| An index map shall be provided on the title sheet of all plan sets showing the overall view of the entire work area. |
| All plans shall be complete, to the satisfaction of the City Engineer, prior to final map recordation and determination of surety estimates. |

| Permit Type | Plan Set | Scale | Notes |
|---|---|---|---|
| Grading | Mass Grading Plan | 1" = 100' | |
| | Rough Grading Plan | 1" = 40' | |
| | Precise Grading Plan | 1" = 20' | |
| | Borrow Pan | 1" = 40' | If applicable |
| | Stockpile Plan | 1" = 40' | If applicable |
| | | | |
| | Retaining Walls | 1" = 40' | May be included with any grading plan |
| | Haul Route | 1" = 100' | May be included with any grading plan |
| | Clearing Plan | 1" = 100' | May be included with any grading plan |
| | Demolition Plan | 1" = 100' | May be included with any grading plan |
| | Erosion and Sediment Control | 1" = 40' | Shall be included with any grading plan |
| | | | |
| Improvement Plans | Street Improvement Plan | 1" = 40' Horiz/ 1" = 4' Vertical | |
| | Signing and Striping Plan | 1" = 40' | For Secondary Highway and Greater |
| | Traffic Signal Plan | 1" = 40' | if necessary |
| | Traffic Control Plan | 1" = 40' | if necessary |
| | Storm Drain Improvement Plan | 1" = 40' Horiz/ 1" = 4' Vertical | |
| | Channel Improvement Plan | 1" = 40' Horiz/ 1" = 4' Vertical | |
| | Potable Water Plan | 1" = 40' Horiz/ 1" = 4' Vertical | |
| | Non-Potable Water Plan | 1" = 40' Horiz/ 1" = 4' Vertical | |
| | Sewer Plan | 1" = 40' Horiz/ 1" = 4' Vertical | |
| | MNZ Reservoir Plans | As directed | |
| | | | |

# City of Banning

## Community Development Department
## Conditions of Approval

| Permit Type | Plan Set | Scale | Notes |
|---|---|---|---|
| Final Maps | Final Map | 1" = 40' | |
| | Easement Dedications | | |
| | Corner Records | | |
| | Records of Survey | | |
| | | | |
| Technical Studies | Geotechnical Report | | |
| | Compaction Report | | |
| | Hydrologic and Hydraulic Report | | |
| | Flood Hazard Report | | |
| | CLOMR/LOMR | | |
| | Water Quality Management Plan (WQMP) | | |
| | Water Supply Verification | | |
| | | | |
| Permits and Agreements | Permission to Grade | | |
| | Construction Agreements | | |
| | BMP Agreement | | |
| | Landscape Maintenance Agreement | | |
| | Subdivision/Improvement Agreement | | |
| | Performance Bonds | | |
| | Labor and Material Bond | | |
| | Maintenance Bond | | |
| | Encroachment Permits | | |
| | | | |
| Certifications | Grading Certifications | | |
| | Pad Certifications | | |

***Final Map***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Map.01 | The submittal, approval, and recordation of the Final Map TM39262 shall be in accordance with the provisions of the State Subdivision Map Act and Title 16, Subdivisions, of the Banning Municipal Code. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Map.02 | The Final Map shall have adequate reservations for public ingress and egress as well as public and/or private utility easements and abandonment of existing utility easements to the satisfaction of the City Engineer. The applicant shall be responsible for contacting all utility providers to establish appropriate easements required to provide services to each development area. | Informational | |
| PW.Map.03 | Prior to issuance of any permit(s), the applicant shall acquire or confer property rights necessary for the construction or proper functioning of the proposed project/development. Conferred rights may include right-of-way dedications, irrevocable offers to dedicate or grant of easements to the City for emergency services, maintenance, utilities, storm drain facilities, or temporary construction purposes including the reconstruction of essential improvements as directed by the City Engineer. All costs associated with acquiring rights-of-way or easements shall be borne by the applicant. | Informational | |
| PW.Map.04 | In the event that the applicant is unsuccessful in acquiring necessary property rights outside the project/development, the City will consider and potentially act on the option to acquire through eminent domain. Permits (or portions of permits) that are not affected by ROW acquisition will not be held up during the property acquisition or eminent domain process. | Informational | |
| PW.Map.05 | During the improvement plan checking process, turning radius template checks shall be submitted for access to all storm drain facilities, open space, and other utility easements that are accessed from a publicly accessible paved street. These templates shall clearly show that the easements are sufficient for full access under emergency conditions. The City of Banning's review of the easements shall include appropriateness of the vehicle turning radius, easement slopes and easement widths. Additional easement widths shall be required when the design vehicle is likely to use outriggers or other means of load stabilization. | Informational | |
| PW.Map.06 | Any public right-of-way or streets to be vacated from public use, pursuant to Street and Highway Codes Sections 8300 through 8363, shall conform to the complete vacation procedure and show specific circulation alternative, where required. All street vacations shall be shown on the final map. | Informational | |
| PW.Map.07 | All public facilities including sewer, water, non-potable water and drainage shall be located in a public right of way or public utility easement. All final maps shall include appropriate easements per the approved | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | tentative map and as required by the City Engineer and/or other agency maintaining public facilities. All easements shall meet minimum width and access requirements as mandated by the City or governing agency. | | |
| PW.Map.08 | Submit a copy of the title report, closure calculations, and any separate instruments or necessary right-of-way documents to the Engineering Division prior to final map approval. | Informational | |
| PW.Map.09 | A map of the proposed subdivision showing the outline of the streets including street names shall be submitted to the City to update the city atlas map. | Informational | |
| PW.Map.10 | The Applicant shall be responsible for research on private utility lines (Gas, Edison, Telephone, Cable, Internet, etc.) to ensure there are no conflicts with site development. All existing on-site utility lines that conflict with this project shall be relocated, removed, or sealed to the satisfaction of the City Engineer. | Informational | |
| PW.Map.11 | The applicant shall not grant any easements over any property subject to a requirement of dedication or irrevocable offer of dedication to the City of Banning unless such easements are expressly made subordinate to the easements to be offered for dedication to the City or RCFCD or unless such easements do not conflict with the City's or RCFCD's intended purposes or uses. Prior to granting any of said easements, the applicant shall furnish a copy of the proposed easement to the City Engineer for review and approval. Further, a copy of the approved easement shall be furnished to the City Engineer. | Informational | |
| PW.Map.12 | The applicant, at its sole expense, shall obtain all right of way or easement acquisitions necessary to implement any portion of condition of this project, including public improvements, off-site grading and construction, offsite street requirements, offsite public utility requirements, storm drain improvements, or any other requirement of these conditions. | Prior to Final Map Recordation | |
| PW.Map.13 | The applicant shall provide an easement over, across, and which provides ingress and egress to all private water quality, stormwater, drainage basins, public water facilities, public sewer facilities, public electric facilities, and fire department access to be dedicated to the City, for ingress, egress, and right to inspect, repair, remove, and replace unless otherwise directed by the City Engineer. | Prior to Final Map Recordation | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Map.14 | The applicant shall offer for dedication on the Final Map, within Final Map boundaries, all public street right-of-way and public utility easements in conformance with project entitlement documents. The City may reject the dedications and leave them open for future acceptance when all required public street improvements for the map are installed by the applicant in the rights of way. | Prior to Final Map Recordation | |
| PW.Map.15 | The Applicant shall dedicate right-of-way or provide temporary easements beyond either the phased construction and/or tract boundary required to provide utility service, public and/or emergency vehicular ingress and egress access to the nearest paved and publicly maintained street as shown of the Tentative Map. All offers of dedication shall include the corner cut-back at all intersections. | Prior to Final Map Recordation | |
| PW.Map.16 | Security for the construction of public improvements in accordance with Government Code Section 66499 shall be as follows:<br><br>Faithful Performance Bond 100% of estimated cost<br>Labor and Material Bond 100% of estimated cost<br>Monumentation Bond - In the amount as supplied by the Record<br>Engineer/Land Surveyor and as approved by the City Engineer<br><br>Securities for the public improvements shall be on file with the City Clerk prior to scheduling the final map for approval by City Council. Unit prices for bonding estimates shall be those specified or approved by the City Engineer. | Prior to Final Map Recordation | |
| PW.Map.17 | The City and the applicant are to enter into a Subdivision Improvement Agreement to guarantee the construction of the public improvements as listed in the Conditions of Approval and as shown on the approved plans. | Prior to Final Map Recordation | |
| PW.Map.18 | The applicant shall submit a list of street names and addresses in Microsoft Excel spread sheet format for review and approval. The house number system shall be in accordance with Section 12.32 of the Banning Municipal Code. A reduced copy of the subdivision map shall be included with the submittal. | Prior to Final Map Recordation | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Map.19 | The applicant shall obtain approval from the Fire Marshall in consultation with the City Engineer, for a conceptual fuel modification plan and program, unless the City of Banning Fire Marshall ("Fire Marshall") finds in writing to the City that such plan and program are not required for development of the property within the boundaries of this Final Map. | Prior to Issuance of any Construction Permit | |
| PW.Map.20 | The applicant shall verify and/or set all property corners, r/w corners, and centerline monuments. Subsequently, the applicant shall cause the surveyor to file the appropriate documents and records to the County of Riverside. | Prior to Release of Surety | |
| PW.Map.21 | Public improvements shall be completed and accepted by City of Banning prior to release of Faithful Performance Bond and Labor and Material Bond for such improvements. Faithful Performance Bond for applicable public improvements shall be reduced to 10% once City accepts improvements into maintenance period. Final 10% to serve as the maintenance bond for the 1-year maintenance period. | Prior to Release of Surety | |
| PW.Map.22 | The Applicant shall comply with Assembly Bill 1414, which was enacted on January 1, 1995, and amended Section 8771 of the Business and Professions Code of the Land Surveyors Act. Assembly Bill 1414 requires that two (2) corner records be filed when:<br>• Monuments exist that control the location of subdivisions or tracts, streets or highways; or provides survey control. The monuments are located and referenced by a licensed Land Surveyor before any streets or highways are reconstructed or relocated. The corner record(s) of the references are filed with the County Surveyor.<br>• Monuments are reset in the surface of the new construction and a corner record is filed with the County Surveyor before recording of a Certificate of Completion for the project. | Prior to Release of Surety | |
| PW.Map.23 | Permanent survey monuments shall be set at the intersection of street centerlines, beginning, and end of curves in centerlines, and at other locations designated by the Director of Public Works and City Engineer. All other centerline monuments shall be placed in accordance with standard survey practice. A complete set of street centerline ties shall be submitted to the Engineering Division upon completion of improvements or prior to release of the monumentation bond. | Prior to Release of Surety | |

# City of Banning

## Community Development Department
## Conditions of Approval

***Grading***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Grade.01 | The applicant shall comply with Title 18 of the Banning Municipal Code "Grading, Erosion, and Sediment Control", the City of Banning Grading Manual, California Building Code related to excavation and grading, and State Water Resources Control Board orders, rules, and regulations. | Informational | |
| PW.Grade.02 | Grading work shall be balanced on-site, wherever possible. If export is required as a result of the final grading plan, then measures will be taken to be in compliance with the applicable City of Banning Ordinances at time of final grading plan approval. | Informational | |
| PW.Grade.03 | The project grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage areas, outlet points and outlet conditions. Otherwise, a drainage easement shall be obtained for the release of concentrated or diverted storm flows. The project shall accept and convey storm flows from the adjacent property within the property boundaries, or within drainage devices and easements obtained by the applicant. | Informational | |
| PW.Grade.04 | Rough grading plans shall include retaining walls with top of wall and top of footing elevations shown. All footings shall meet minimum Building and Safety department requirements have a minimum of 6"-inch of cover, and/or sufficient cover to clear any obstructions. The Applicant shall submit design calculations and obtain permits for all perimeter and retaining walls from the Building and Safety Department. | Informational | |
| PW.Grade.05 | Impacts to jurisdictional streams, creeks and drainages shall be reviewed and approved by the appropriate regulatory agencies with jurisdiction in this area and will require the appropriate required permits issued. Long term regular maintenance and operation of drainage improvements, such as detention basins, shall be included in the initial regulatory permitting applications. | Informational | |
| PW.Grade.06 | A detailed Grading Plan and Erosion Control Plan shall be submitted to the City Engineer for review and approval. | Prior to Recordation of a Final Map | |
| PW.Grade.07 | Detailed grading plans shall be prepared and approved by the City prior to any on-site grading for the project. | Prior to Issuance of a Grading Permit | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Grade.08 | Prepare an erosion control plan that provides the developed phases with the required flood protection. Flood protection shall be determined by the size of the undeveloped areas and the flow patterns. | Prior to Issuance of a Grading Permit | |
| PW.Grade.09 | Temporary basins shall be designed and constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction. | Prior to Issuance of a Grading Permit | |
| PW.Grade.10 | Within park areas or areas accessible to the public, detention/retention basins will be protected from public entry as required where required by CBC. | Prior to Issuance of a Grading Permit | |
| PW.Grade.11 | A soils report and geotechnical study shall be submitted in conjunction with the grading plan with further analyses of on-site soil conditions and appropriate measures to control erosion and dust. Any issues or recommendations provided in the report shall be addressed to the satisfaction of the City Engineer. The responsible geotechnical engineer shall sign and stamp all grading plans indicating the plan complies with the recommendations of the comprehensive soils and geotechnical report. | Prior to Issuance of a Grading Permit | |
| PW.Grade.12 | The applicant shall retain a qualified archeologist, paleontologist, and biologist for observation of grading and excavation activities in accordance with the approved mitigation program. | Prior to Issuance of a Grading Permit | |
| PW.Grade.13 | A grading permit shall be obtained from the Public Works Department and in accordance with the project Development Agreement. | Prior to Issuance of a Grading Permit | |
| PW.Grade.14 | For construction activities including clearing, grading or excavation of land that disturbs one (1) acre or more of land, or that disturbs less than one (1) acre of land, but which is a part of a construction project that encompasses more than one (1) acre of land, the applicant shall be required to submit a Storm Water Pollution Protection Plan (SWPPP) and file a Notice of Intent (NOI) with the Regional Water Quality Control Board (RWQCB). The applicant shall provide proof that the SWPPP has been approved by the RWQCB prior to issuance of any permits. The applicant shall ensure that the required SWPPP is available for inspection at the project site at all times through and including acceptance of all improvements by the City. The applicant's SWPPP shall include provisions for all of the following Best Management Practices ("BMPs"):<br>• Temporary Soil Stabilization (erosion control).<br>• Temporary Sediment Control. | Prior to Issuance of a Grading Permit | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | • Wind Erosion Control.<br>• Tracking Control.<br>• Non-Storm Water Management.<br>• Waste Management and Materials Pollution Control.<br><br>All erosion and sediment control BMPs proposed by the applicant shall be designed using the CASQA BMP handbook and approved by the City Engineer prior to any onsite or offsite grading, pursuant to this project. The approved SWPPP and BMPs shall remain in effect for the entire duration of project construction until all improvements are completed and accepted by the City. | | |
| PW.Grade.15 | Construction documents shall include language that requires all construction contractors to strictly control the staging of construction equipment and the cleanliness of construction equipment stored or driven beyond the limits of the construction work area. Construction equipment shall be parked and staged within the project site. Staging areas shall be screened from view from adjacent properties. Vehicles shall be kept clean and free of mud and dust before leaving the development site. Surrounding streets shall be swept daily and maintained free of dirt and debris. | Prior to Issuance of a Grading Permit | |
| PW.Grade.16 | The grading plan shall conform with all required mitigation measures identified in the Mitigation Monitoring and Reporting Plan, and obtain clearance from the Planning Department prior to plan approval. | Prior to Issuance of a Grading Permit | |
| PW.Grade.17 | A precise grading plan shall be submitted to the City Engineer for review and approval. A grading permit shall be obtained prior to commencement of any precise grading activity. | Prior to Issuance of a Building Permit | |
| PW.Grade.18 | The applicant shall provide a lot pad certification. The pad certification shall include an elevation and compaction certification. The elevation certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall list the pad elevation as shown on the approved grading plan, the actual pad elevation and the difference between the two, if any. The compaction certification shall list the relative compaction of the pad soil and shall be certified by a licensed geotechnical engineer. | Prior to Issuance of a Building Permit | |
| PW.Grade.19 | The applicant shall provide a Final Grade Certification. The certification shall be stamped and signed by a licensed civil engineer or land surveyor and shall show actual building setbacks, swales, drainage devices, and other items shown in conformance with the approved Precise Grading Plan. | Prior to Certificate of Occupancy | |

***Stormwater/Water Quality***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Storm.01 | The applicant shall comply with Chapter 13.24 "Stormwater Management Systems" of the Banning Municipal Code. | Informational | |
| PW.Storm.02 | The applicant shall submit a Drainage Study with hydrologic and hydraulic analysis for developed and undeveloped (existing) conditions to the Engineering Division for review and approval. The study and analysis shall be prepared by a civil engineer licensed by the State of California. Drainage design shall be in accordance with Banning Master Drainage Plan adopted by Riverside County Flood Control and Water Conservation District (RCFCD), RCFCD Hydrology Manual, and standard plans and specifications. The 10-year storm flow shall be contained within the street curbs, and the 100-year storm shall be contained within the street right-of-way; when this criteria is exceeded, additional drainage facilities shall be designed and constructed. | Informational | |
| PW.Storm.03 | The proposed drainage improvement plans shall be designed such that drainage facilities will maintain or reduce the 100-year peak runoff rates presently exiting all Project boundaries. The Project will use on-site detention basins to reduce the storm water flows to or below the existing condition flows prior to their discharge to areas located downstream of the project. The project shall be designed to detain the 100 year 3 hour storm. Detention facilities shall have a maximum draw down time of 72 hours. | Informational | |
| PW.Storm.04 | Applicant shall submit drainage improvement plans for the proposed subdivision with the accompanying hydrology and hydraulic analysis and shall be designed per the RCFC&WCD Hydrology Manual and the City of Banning flood control standards. Finalized studies shall verify the size of flood control facilities. Plans shall be submitted to RCFC&WCD and/or the City of Banning for review and approval for facilities that are to be owned and/or maintained by RCFC&WCD. | Informational | |
| PW.Storm.05 | If the site is located in a Flood Area as identified in a Flood Insurance Rate Map (most current published date) the applicant is responsible for providing a certification by a registered professional engineer or architect demonstrating that encroachments shall not result in any | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | increase in flood levels during the occurrence of the base flood discharge. | | |
| PW.Storm.06 | The design of the development shall not cause any increase in flood boundaries, levels or frequencies in any area outside the development. Applicant shall provide a copy of the approved FEMA CLOMR with a rough grading application. | Informational | |
| PW.Storm.07 | Prior to issuance of any grading or building permit, the applicant shall install trash filters on newly constructed storm drain systems that are not tributary to any onsite water quality/detention basin in compliance with the Trash Amendment as amended and approved in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. | Informational | |
| PW.Storm.08 | The applicant shall identify and include in its improvement plans structural and non-structural Best Management Practices (BMP's) as outlined in the Final Water Quality Management Plan (WQMP). | Prior to the Recordation of a Final Map | |
| PW.Storm.09 | The applicant shall prepare a Final Water Quality Management Plan in accordance with the California Regional Water Quality Control Board Colorado River Basin Region Order No. R7-2013-0011. The WQMP shall identify if the project meets the criteria of a Priority Development Project and identify project Site Design BMP's and Treatment Control BMP's as applicable. The WQMP shall be reviewed and approved by the City Engineer. | Prior to the Issuance of a Grading Permit | |
| PW.Storm.10 | The applicant shall execute a Stormwater Management Facilities Agreement on terms agreed to by the parties guaranteeing the maintenance of stormwater pollution controls. Said agreement shall be recorded with the Riverside County Recorder and run with the land. | Prior to the Issuance of a Grading Permit | |
| PW.Storm.11 | If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a conditional letter of map revision (CLOMR) shall be processed through FEMA and provided to the City Engineer. | Prior to the Issuance of a Grading Permit | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Storm.12 | If this project includes areas within a designated Federal Emergency Management Agency (FEMA) National Flood Insurance Program (NFIP) Special Flood Hazard Zone, a letter of map revision (LOMR) shall be processed through FEMA and provided to the City Engineer prior to occupancy of affected lots. | Prior to Certificate of Occupancy | |
| PW.Storm.13 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Streets and Traffic***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Street.01 | All street designs shall comply with City of Banning standard drawings where available. If no City standard is available applicant may select standards in the following order:<br>1 - City of Banning Standards<br>2 - Riverside County Standard Drawings<br>3 - 'Greenbook' Standard Drawings<br>4 - Caltrans Standard Drawing<br>5 - Other published standards, subject to approval from the City Engineer.<br>Any standard drawing other than City of Banning standards shall be included on the improvement plan set as reference. | Informational | |
| PW.Street.02 | All street designs shall provide pavement and lane transitions per City of Banning and Caltrans standards for transitions to existing street sections. | Informational | |
| PW.Street.03 | Any public improvements within the map boundary damaged during the course of construction shall be replaced to the satisfaction of the City Engineer, or his/her designee. | Informational | |
| PW.Street.04 | Grading and excavations in the public right-of-way shall be supplemented with a soils and geology report prepared by a professional engineer or geologist licensed by the State of California. | Informational | |
| PW.Street.05 | Applicant's geotechnical engineer shall provide the design of the pavement section and field measured "R-Values" based upon the Caltrans Method. | Informational | |
| PW.Street.06 | Street pavement design shall take into account the subgrade soil strength, the projected traffic loading, and have a design life of 20 years. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Street.07 | Minimum AC Thickness for any roadway shall be 4" AC, completed in at least 2 lifts. For intract roadways, final lift shall be a 0.15-foot cap completed after onsite construction is completed. | Informational | |
| PW.Street.08 | A minimum of 32' of asphalt pavement are required for all new roadways. For LOCAL, COLLECTOR, DIVIDED COLLECTOR, and SECONDARY HIGHWAYS, applicant shall provide additional pavement opposite the street centerline of the project to meet the 32' pavement requirement. | Informational | |
| PW.Street.09 | A minimum width of 20 feet for a paved or all weather emergency access. | Informational | |
| PW.Street.10 | Applicant shall provide horizontal and vertical site distance calculations per Riverside County transportation and Caltrans Standards for review and approval by the City Engineer. Safe horizontal traffic sight distances and vertical curve sight distances shall be maintained regardless of street intersection angles, street grades, landscaping, or the lot configuration shown on the approved tentative tract map, as follows:<br>• All vertical curve sight line design shall be per the Caltrans Design Manual (Figures 201-latest, Topic 405-latest, et al). The vertical curve design speed along with the requisite vertical curve geometric data shall be shown on the improvement-drawing sheet where the curve occurs.<br>• All horizontal curve sight line design shall be per Riverside County Standards (Plates 114, 821, et al). Horizontal curve design speeds along with the related geometric data shall be tabulated on the improvement drawing sheets where the curves occur.<br>• Horizontal and vertical sight distances shall be maintained even if such compliance results in reconfigured lots and/or a reduction in the lot count shown on the approved tentative map. City of Banning Ordinances shall be met while achieving the required safety requirements. | Informational | |
| PW.Street.11 | In accordance with the California Building Code, Title 24, and the requirements of the Americans with Disabilities Act (ADA), facilities for disabled persons shall be constructed in locations specified by the City Engineer (i.e., accessible paths of travel, curb ramps, etc.). | Informational | |
| PW.Street.12 | Parking areas shall be designed and improved with grades not to exceed five percent slope. All applicable ADA standards will be adhered to. | Informational | |
| PW.Street.13 | The street improvement plans shall include details for all ADA ramps, indicating elevations and grades in accordance | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | with City of Banning standard drawings at a scale of 1"=10' or larger if necessary. | | |
| PW.Street.14 | All streets shall have a maximum grade of 15 percent. Wherever feasible street grades should be kept to 12 percent or less. | Informational | |
| PW.Street.15 | Access drives to the public right-of-way shall be restricted to those approved by the City Engineer as shown on the approved plans. | Informational | |
| PW.Street.16 | Commercial driveway grades shall not exceed eight percent unless approved by the City Engineer. | Informational | |
| PW.Street.17 | Residential driveway grades shall not exceed twelve percent unless approved by the City Engineer. | Informational | |
| PW.Street.18 | Traffic improvements shall adhere to the phasing criteria shown in the approved Traffic Verification Memo. | Informational | |
| PW.Street.19 | Signing and Striping Plans shall show the following at a minimum: stop signs, limit lines and legends, no parking signs, reflective pavement markers (including blue raise pavement markers at fire hydrants), and street name signs. | Informational | |
| PW.Street.20 | All existing overhead utility lines located on or adjacent to the site shall be undergrounded prior to public improvement acceptance and surety release, to the satisfaction of the Public Works Director, including but not limited to, electrical distribution, telephone, and cable lines, with the exception of electric utility lines over 33 kV in accordance with Ordinance 1500. | Informational | |
| PW.Street.21 | Applicant shall submit and obtain approval from the City Fire Marshall for the street improvement plans for all public or private access drives or streets. The plans shall include plan view and sectional views and indicate the grade and width of the road measured from flow-line to flow-line. Applicable covenant, conditions or restrictions (CC&R's) or other approved documents shall contain provisions which prohibit obstructions such as speed bumps/humps, control gates, or other modifications within said easement or access road unless prior approval from the Fire Marshall is granted. | Prior to Grading Permit | |
| PW.Street.22 | The applicant shall provide estimates to construct, improve, or finance the proposed public improvements to the City Engineer for review and approval. The estimate shall differentiate between public improvements within the property boundaries of the tentative map, improvements outside the project boundaries and public improvements which abut the boundary of the property to be subdivided. | Prior to Recordation of Final Map | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Street.23 | Prior to map recordation for any subsequent development phases, detailed phasing plans shall be submitted for review and approval by the Community Development Director and City Engineer. Each phasing plan shall identify construction access, public access and emergency access routes. The City Engineer reserves the right to modify any phasing plan. | Prior to Recordation of Final Map | |
| PW.Street.24 | A Traffic Control Plan shall be submitted for review and approval by the City Engineer. For roadways classified as Secondary Highway or greater, the Traffic Control Plan shall be prepared by a California Registered Traffic Engineer or Civil Engineer experienced in this type of plan preparation. WATCH manual may be used for lower classification roads. | Prior to Encroachment Permit | |
| PW.Street.25 | Applicant shall prepare and process a Street Improvement Plan for approval by the City Engineer. Streets shall be designed in accordance with City Standards and cross sections as shown in the project entitlement documents. | Prior to Encroachment Permit | |
| PW.Street.26 | Street lights shall be depicted on the street improvement plan and submitted for review and approval by the City's Electric Department and City Engineer. Street lights shall be installed in accordance with the approved plansCity of Banning Electric Department Standards. A detailed lighting plan shall be submitted for review and approval by the City's Electric Department and City Engineer prior to recordation of Tr 39262. The plan shall indicate style, illumination, location, height and length of mast arm. A photometric study shall be submitted to justify street light locations. | Prior to Encroachment Permit | |
| PW.Street.27 | Applicant shall include the temporary "F" Street alignment with the Street Improvement Plans. With a minimum 32' AC within a 96' easement as shown on the tentative map. Lighting and/or reflective striping/warning shall be included on the interim street to the satisfaction of the City Engineer | Prior to Certificate of Occupancy | |
| PW.Street.28 | Applicant shall provide any offsite roadways required to comply with Conditions of Approval from other departments, including emergency access. Applicant shall include easements and/or rights of way as necessary to comply with Conditions of Approval. | Prior to Certificate of Occupancy | |
| PW.Street.29 | All fire hydrants shall have a blue reflective pavement marker indicating the hydrant location on the street/access driveway as approved by the Fire Marshall and must be maintained in good condition by the property owner until the street is accepted for maintenance. | Prior to Certificate of Occupancy | |
| PW.Street.30 | All required public improvements for the project shall be completed, tested, and approved by City of Banning and/or other governing agency to the satisfaction of the City Engineer or their designee. | Prior to Certificate of Occupancy | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Street.31 | Applicant shall install all street name signs, striping, and related signage as shown on the approved plans to the satisfaction of the City Engineer. | Prior to Certificate of Occupancy | |
| PW.Street.32 | Applicant shall make pavement repairs necessary to mitigate the impacts of project construction traffic on all affected existing streets within the map boundary. City of Banning accepted streets within the Specific Plan. The condition does not apply to Highland Springs Avenue or Wilson Street, where due to the regional nature of these facilities, it would be impossible to validate the amount of pavement damage cause by ongoing construction activities. | Prior to Release of Surety | |
| PW.Street.33 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Landscaping***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.LS.01 | Prior to laying of the aggregate base layer for any new streets, all landscaping irrigation services (or sleeves to accommodate said services) shall be installed. Street cut permits may be denied and alternate methods may be required for any construction within a street that was accepted by the City within the prior five years. | Informational | |
| PW.LS.02 | The applicant shall plant and maintain trees, shrubs, and ground cover placed in the parkway, slopes adjacent to public rights-of-way, and median islands constructed in connection with the project in accordance with applicable City standards until maintenance of such area is turned over to an HOA or to individual property owners. This includes ensuring that irrigation systems are operating properly, the clearing of debris, and regular weed removal. | Informational | |
| PW.LS.03 | Landscape and irrigation plans for all required facilities shall be submitted for approval. The final design of the parkways, walls, landscaping, and sidewalks (as applicable) shall be included in the plans and shall be subject to approval by the Community Development Director and City Engineer. | Informational | |
| PW.LS.04 | All landscape improvements within public right of way shall be compliant with the City of Banning MWELO guidelines. | Informational | |
| PW.LS.05 | A homeowners' association shall be established and the applicable Conditions, Covenants & Restrictions (CC & R's), shall be prepared for review and approval of the City | Prior to Recordation of Final Map | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | Engineer at the time set forth in the DA providing for maintenance of the parkway on-site lighting and landscaping, slopes adjacent to public rights-of-way, onsite private parking/roadway, any debris basins, BMPs referenced in the approved WQMP, and median island landscaping. The developer shall appoint the initial members of the Board of Directors of the homeowners' association or take such other steps as may be reasonably necessary to assure that members have been appointed or elected to such Board of Directors, until under the terms of the applicable CC & R's individual lot owners have the power to elect the members of the Board of Directors in accordance with the CC & R's. | | |
| PW.LS.06 | The conditions, covenants, and restrictions shall contain provisions which prohibit dissolution of the homeowners' association unless another entity has agreed to assume the operation and maintenance responsibilities of the homeowners' association. The conditions, covenants and restrictions shall contain provisions that prohibit the developer and his/her successors-in-interest from amending said covenants, conditions and restrictions to conflict with these Conditions of Approval. | Prior to Recordation of Final Map | |
| PW.LS.07 | An automatic sprinkler system and landscaping shall be installed, prior to certificate of occupancy for the portion of the project for which certificates of occupancy are requested, within the common areas including perimeter slopes and the interior collector streets. Each system shall include a smart landscape irrigation controller (including remote communication), a separate water meter and electric meter, and plantings as approved by the Community Development Director. Landscaping plans and specifications shall be reviewed and approved by the City Engineer. | Prior to Occupancy | |
| PW.LS.08 | Landscape improvements shall be certified by a licensed landscape architect or licensed landscape contractor as having been installed in accordance with the approved detailed plans and specifications. The applicant shall furnish said certification, including an irrigation management report, for each landscape irrigation system and any other required implementation report determined applicable, to the City Engineer for review and approval. | Prior to Surety Release | |

***Potable Water***

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Wat.01 | All public potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer. | Informational | |
| PW.Wat.02 | All private potable water improvement shall be designed and constructed per California Building Code, California Plumbing Code, and California Fire Code, latest editions. All private improvements shall be concurrently reviewed by the Building and Safety Department. | Informational | |
| PW.Wat.03 | All private fire suppression systems shall be reviewed and approved by the City Fire Marshall. | Informational | |
| PW.Wat.04 | Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project. | Informational | |
| PW.Wat.05 | A water improvement plan shall be submitted showing proposed water service connection sizes and locations, including separate laterals for irrigation and fire protection. Irrigation water services will require the installation of a RP backflow protection device. | Informational | |
| PW.Wat.06 | All main water lines and fittings shall be a minimum of 8-inch in diameter and shall be DIP. Water line easements shall be a minimum width of 20 feet if installed outside of right-of-way or public utility easement. | Informational | |
| PW.Wat.07 | Fire hydrants shall be installed within the tract boundaries as required in FIRE.02. | Informational | |
| PW.Wat.08 | The fire service with require a RPDA backflow protection device. Private fire hydrants shall be painted red, and approval of location and materials to be coordinated with the Fire Department. | Informational | |
| PW.Wat.09 | Detailed water demand calculations shall be submitted to justify meter sizing and to determine annual water demands, both for indoor and outdoor use at community facilities and landscape meters. | Informational | |
| PW.Wat.10 | A backflow device must be installed on all common-area buildings and at each irrigation water connection. The backflow device must be in compliance with City of Banning standards and specifications. | Informational | |
| PW.Wat.11 | All water mains shall be looped whenever feasible, and dead-end water mains shall be provided with fire hydrants and auto-flush systems or as directed by the City Engineer. | Informational | |

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Wat.12 | As required by the City Engineer and prior to recordation of the final tract map, the City shall prepare at Applicant's expense a Water Verification Memo. The Water Verification Memo shall include but not be limited to identifying well production facility locations, treatment requirements, define on/off site transmission facilities, location and volume of system storage, define system points of connection and booster or reducing stations. The report must verify that water pipeline sizes and pressures meet all required water flow rates and identify offsite system improvements and phase in which they shall be constructed. | Prior to Recordation of Final Map | |
| PW.Wat.13 | Prior to recordation of the final tract map, improvement plans for water facilities shall be prepared by a Licensed Engineer and submitted for review and approval by the City Engineer. The Applicant is required to design and construct all those water facilities identified in the approved Focused Water Study and in accordance with the phasing plan selected and approved by the City Engineer. All the proposed new waterlines shall connect into the City's water supply and be designed and constructed to City Standards. | Prior to Recordation of Final Map | |
| PW.Wat.14 | Submit Water Improvement Plans to the City Engineer for review and approval. Design and construct water lines throughout and to property boundaries to tract as needed. The proposed new water lines shall connect to the City's water system as needed. | Prior to Building Permit | |
| PW.Wat.15 | The applicant shall not construct or make operable any water line unless the applicant can successfully demonstrate that the water pressure is at a minimum 40 psi. | Prior to Occupancy | |
| PW.Wat.16 | The construction of the Mountain North Reservoir shall be completed/made operable by the developer and accepted by the City prior to issuance of first Certificate of Occupancy. | Prior to first Certificate of Occupancy | |
| PW.Wat.17 | All required water lines and fire hydrants shall be installed and made operable before any building permits are issued. This may be done in phases if the construction work is in progress for emergency vehicles. | Prior to Occupancy | |
| PW.Wat.18 | Prior to park and open space occupancy release, an RP backflow device must be installed on all irrigation water connections. The backflow device must be in compliance with the Title 17 and 22 California Code of Regulations. | Prior to Occupancy | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Wat.19 | The applicant shall perform pressure testing, flushing, and Bac-T testing approved by the City Inspector prior to surety release and acceptance of water improvements. | Prior to Release of Surety | |
| PW.Wat.20 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Non-Potable Water***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.NPW.01 | All public non-potable water improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer. | Informational | |
| PW.NPW.02 | Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project. | Informational | |
| PW.NPW.03 | Submit non-potable water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to parks, schools, and other large irrigation areas and to tie-in points at the tract boundary as agreed to in the Development Agreement by the Developer, and the City of Banning. | Informational | |
| PW.NPW.04 | All non-potable water lines to be constructed within the Public right-of-way shall be a minimum of 8-inches in diameter DIP. Final sizes shall be approved by the City Engineer based on hydraulic calculations provided by the design engineer. Where non-potable water line easements are necessary, they shall be a minimum of 20 feet wide if improvements are installed outside of right-of-way or public utility easements. | Informational | |
| PW.NPW.05 | All non-potable water lines shall be Ductile Iron Pipe (DIP) Class 350, with restrained joints conforming to DIPRA design guidelines where required. All non-potable water DIP mains shall be protected with purple-colored V-Bio polyethylene encasement. | Informational | |
| PW.NPW.06 | Prior to occupancy release, a backflow device must be installed on each irrigation water connection; and in compliance with the State of California Department of Health Regulations Title 17 and 22. Contact the City of | Informational | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | Banning, Water Operations Division, prior to the installation. | | |
| PW.NPW.07 | The non-potable water plans shall include appropriate signage for the irrigation of publicly-accessible areas with non-potable water as required by the California Code of Regulations. | Informational | |
| PW.NPW.08 | Submit Non-Potable Water Improvement Plans to the City Engineer for review and approval. Design and construct non-potable water lines to property boundaries to tract as needed. The proposed new non-potable water lines shall connect to the City's non-potable water system as needed. | Prior to Building Permit | |
| PW.NPW.09 | As required by the City Engineer and prior to recordation of the final tract map, applicant shall prepare and City shall approve a supplemental Focused Recycled Water Study (may be combined with the Focused Water Study) to define system components and shall include a phasing plan for all recycled water facilities. Prior to map recordation, recycled water plans shall be submitted to the City for review and approval and shall be substantially complete to the satisfaction of the City Engineer. Design and installation of recycled water facilities shall be in accordance with the requirements and specifications of the State Division of Drinking Water, Riverside County Environmental Health, and the City of Banning. If interim use of potable water is required until Recycled water becomes available, a potable-to-non-potable above ground connection shall be designed, with a reduced pressure backflow preventor. The number of potable-to-non-potable connections shall be kept to a minimum, and are subject to approval by the State Division of Drinking Water. | Prior to Final Map | |
| PW.NPW.10 | The applicant shall perform testing approved by the City Inspector prior to surety release and acceptance of non-potable water improvements. | Prior to Release of Surety | |
| PW.NPW.11 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Sewer***

# City of Banning

## Community Development Department
## Conditions of Approval

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Sew.01 | All public sewer improvements shall be constructed per City of Banning Standards and Specifications, Standard Specifications for Public Works Construction, current edition, or as otherwise approved in writing by the City Engineer. | Informational | |
| PW.Sew.02 | Applicant shall install facilities within public rights of way. Where public right of way is not available, applicant shall provide easement rights to the City of Banning covering existing and proposed facilities necessary for the project. | Informational | |
| PW.Sew.03 | All sewer lines to be constructed within the public right-of-way shall be extra strength Vitrified Clay Pipe (VCP) or Polyvinyl Chloride (PVC) SDR 26 Pipe. All sewer mains shall be minimum of 8 inches in diameter. Any sewer main greater than 15-inches (15”) shall be extra strength VCP. Any sewer with more than 15’ cover (FG/FS to top of pipe) shall be extra strength VCP. Final sizes shall be approved by the City Engineer based on calculations submitted by the design engineer accounting for ultimate discharge flows for phase and all upstream areas. Sewer line easements shall be a minimum of 20 feet wide if installed outside of right-of-way or public utility easement. | Informational | |
| PW.Sew.04 | Each residential unit shall have its own sewer lateral and shall be PVC SDR 26. | Informational | |
| PW.Sew.05 | Any pad with an elevation lower than the nearest upstream manhole rim elevation shall require a backwater valve. | Informational | |
| PW.Sew.06 | Sewer mains shall maintain a straight alignment from manhole to manhole whenever feasible. Bends in PVC pipe shall not be allowed. The required radius, when necessary, shall be achieved by use of deflection at the joint with VCP pipe, following manufacturer’s guidelines. | Informational | |
| PW.Sew.07 | Applicant shall fill out and submit an Industrial User Survey form and an Industrial Waste Permit application. (i.e. commercial/community kitchen) | Prior to Encroachment Permit | |
| PW.Sew.08 | Submit Sewer Improvement Plans to the City Engineer for review and approval. The phasing plan shall identify all required sewer infrastructure (e.g. sewer mains, lift stations, treatment facilities, manholes, etc.) required to meet the demands of the tract map. A hydraulic analysis will need to be prepared and submitted that demonstrates the maximum discharge that can be accommodated by the existing collections system before a new trunk line is needed. Design and construct sewer lines throughout and to property boundaries of this tract. The proposed new sewer lines shall connect into the City’s sewer system. | Prior to Encroachment Permit | |

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Sew.09 | As required by the City Engineer and prior to recordation of the final tract map, the applicant shall submit a redline revised copy of the previously approved Specific Plan Sewer Study with updates to reflect the final built condition through this phase and demonstrate that the current buildout is substantially consistent with the approved sewer study. | Prior to Recordation of Final Map | |
| PW.Sew.10 | Prior to recordation of the final tract map, associated improvement plans for sewer facilities shall be submitted to the City for review and approval and of the City Engineer. | Prior to Recordation of Final Map | |
| PW.Sew.11 | All required sewer lines and sewer laterals shall be installed and made operable before any building permits are issued. This may be done in phases at the discretion of the City Engineer. | Prior to Building Permit | |
| PW.Sew.12 | The applicant shall inspect with CCTV all new public sewer mains and submit to the City for review and approval prior to surety release and acceptance of sewer improvements. | Prior to Release of Surety | |
| PW.Sew.13 | Upon As-Builts being accepted all tests and inspections of improvements shall be verified as complete in concurrence of final sign off from City Inspectors unless otherwise directed by the City Engineer. | Prior to Release of Surety | |

***Refuse***

| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Refuse.01 | Effective January 1, 2022, all residential, single-family units shall subscribe to City's three-container (trash, recycling, organics), Collection Services per Banning Municipal Code, Title 8.28, "Garbage Collection and Disposal". Information on the program is available on the City of Banning website and made available at the following link: https://library.municode.com/ca/banning/codes/code_of_ordinances?nodeId=TIT8HESA_CH8.28SOWACODI | Informational | |
| PW.Refuse.02 | Applicants are required to use the City's exclusive franchise hauler (Waste Management) unless otherwise approved in writing by the Public Works Department. | Informational | |
| PW.Refuse.04 | Construction debris shall be disposed of at a certified recycling site. It is the responsibility of the developer to contact the City's franchised solid waste hauler, Waste | Informational | |

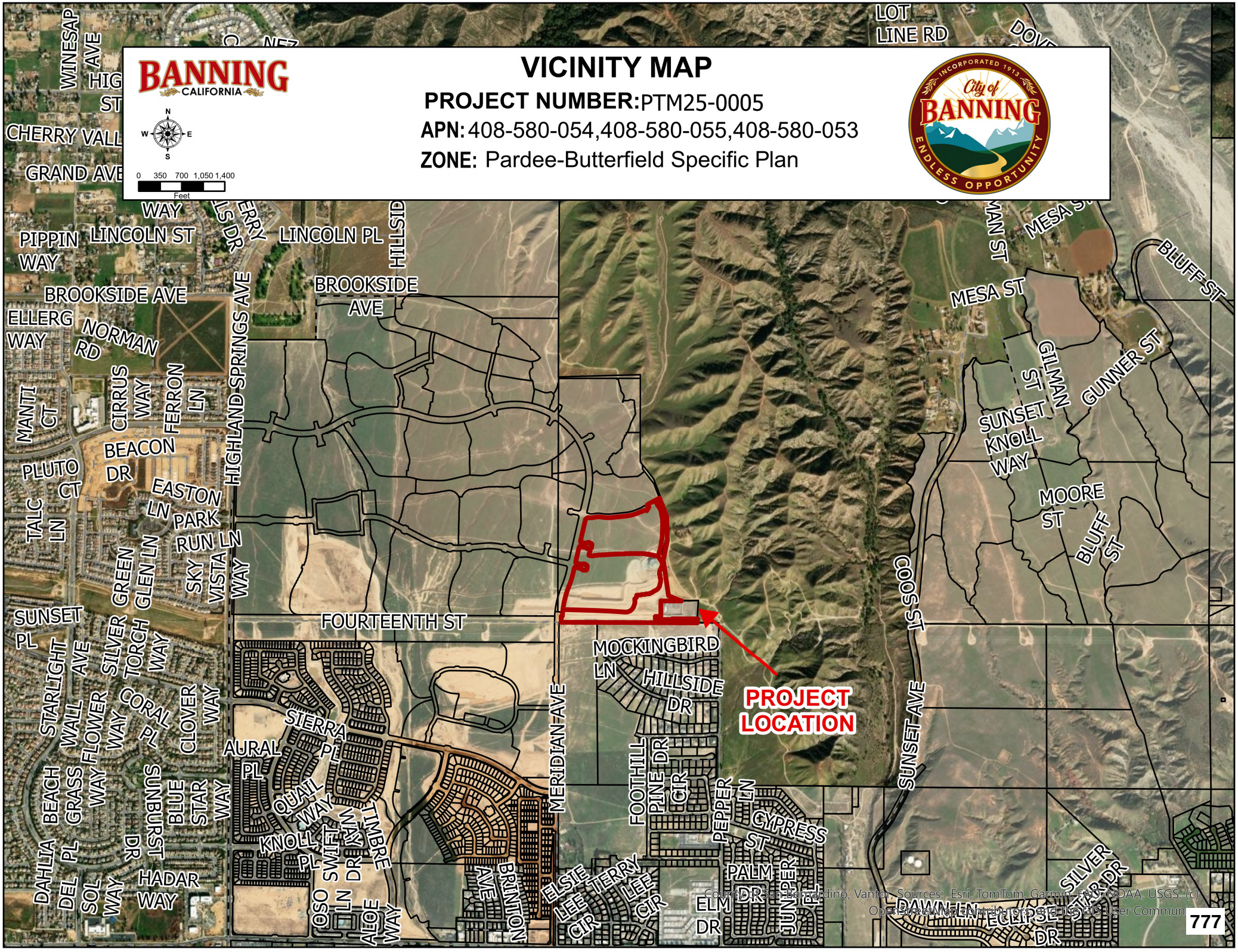
| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| | Management of the Inland Valley, at 1-800-423-9986 for disposal of construction debris. | | |
| PW.Refuse.05 | Applicants are encouraged to review the referenced sections in the 2022 California Green Building Standard Code: https://codes.iccsafe.org/content/CAGBC2022P3 | Informational | |
| PW.Refuse.06 | Pursuant to CAL Green Building Standards Code section code 5.408. Construction and demolition wastes must be recycled and or salvaged for a reuse minimum of 65% of nonhazardous construction demolition waste materials. All projects require construction waste reduction, disposal and recycling services that comply with the 2022 California Green Building Standards Code (CALGreen) | Prior to Certificate of Occupancy | |
| PW.Refuse.07 | Applicants shall submit a Construction and Demolition Waste Diversion Plan to the City's Environmental Program Coordinator prior to commencement of construction or demolition. Contact refuse@banningca.gov or 951.922.3193 for further details and to obtain a plan template. | Prior to Demolition AND/OR Prior to Building Permit | |
| PW.Refuse.08 | Applicants shall submit a Construction and Demolition Waste Diversion Reporting Form to the City's Environmental Waste Program Coordinator upon completion of the project to obtain diversion approval prior to final sign-off. Contact the Environmental Program Coordinator at refuse@banningca.gov or 951.922.3193 for further details and to obtain a report form template. | Prior to Certificate of Occupancy | |

***Fees***

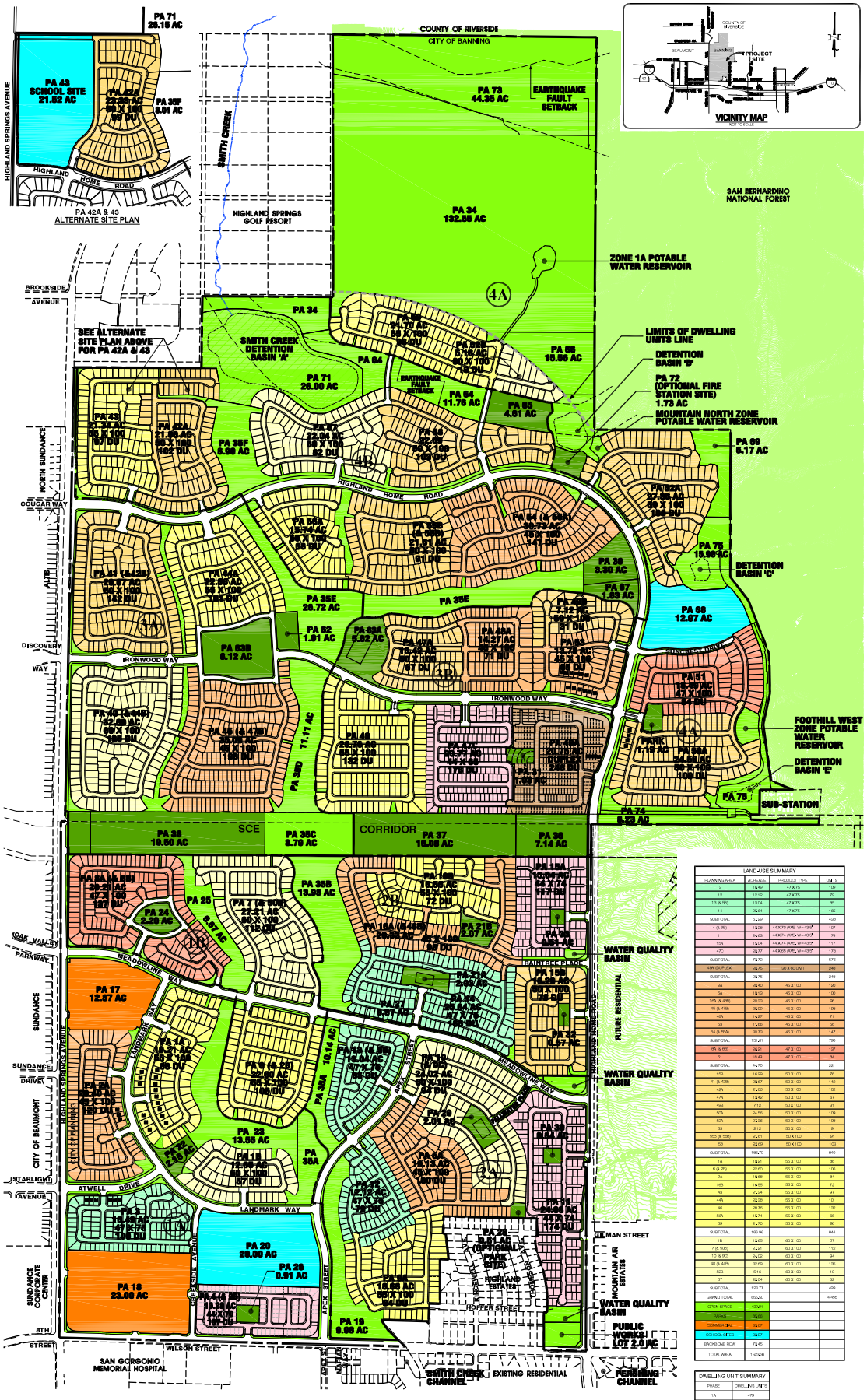
| COA # | Condition of Approval | Completion Milestone | Status |
|---|---|---|---|
| PW.Fees.01 | All fees must be paid in full at the thresholds identified below. Plan check fees for professional report review and all improvement plan reviews shall be paid at the time of submittal of said documents in accordance with the fee schedule in effect at the time of the submittal. | Informational | |
| PW.Fees.02 | Applications submitted without full payment of fees are deemed incomplete. Plan review will not commence until all fees are paid. | Informational | |
| PW.Fees.03 | Evidence of paid fees to agencies outside the City of Banning is required prior to the issuance of any applicable permit. | Informational | |

| | | | |
|---|---|---|---|
| PW.Fees.04 | Public Works Grading Permit fees (including fees for NPDES inspections) shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling. | Prior to Grading Permit | |
| PW.Fees.05 | Public Works Encroachment Permit and Inspection fees shall be paid prior to the issuance of any permits in accordance with the fee schedule in effect at the time of scheduling. | Prior to Encroachment Permit | |
| PW.Fees.06 | Water Meter fees and installation fees shall be paid in full prior to installation of any water meter in accordance with the fee schedule in effect at that time. | Prior to Installation | |
| PW.Fees.07 | Water connection fees shall be paid in accordance with the fee schedule in effect at that time and in accordance with the DA. | Prior to Building Final/C of O | |
| PW.Fees.08 | Sewer connection fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA. | Prior to Building Final/C of O | |
| PW.Fees.09 | Traffic Impact fees shall be paid in accordance with the fee schedule in effect at that time at that time and in accordance with the DA. | Prior to Building Final/C of O | |

***END***


BANNING
CALIFORNIA
VICINITY MAP
PROJECT NUMBER: PTM25-0005
APN: 408-580-054,408-580-055,408-580-053
ZONE: Pardee-Butterfield Specific Plan
0 350 700 1,050 1,400
Feet
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
PROJECT LOCATION
BROOKSIDE AVE
FOURTEENTH ST
MESA ST
SUNSET AVE
MERIDIAN AVE
HIGHLAND SPRINGS AVE
LINCOLN ST
LINCOLN PL
MOCKINGBIRD LN
HILLSIDE DR
SUNSET KNOLL WAY
GILMAN ST
GUNNER ST
BLUFF ST
MOORE ST
COOS ST
FOOTHILL DR
PINE CIR
PEPPER LN
CYPRESS ST
PALM DR
JUNIPER DR
ELM DR
ELSIE LEE CIR
TERRY LEE CIR
BRINTON AVE
DAWN LN
ECLIPSE DR
SILVER STAR DR
SIERRA PL
AURAL PL
QUAIL WAY
SWIFT WAY
TIMBRE WAY
KNOLL PL
OSO LN
ALOE WAY
HADAR WAY
DAHLIA DEL SOL WAY
BEACH GRASS WAY
SUNBURST BLUE STAR WAY
CLOVER WAY
CORAL PL
WALL FLOWER WAY
STARLIGHT AVE
SILVER TORCH WAY
SUNSET PL
SKY VISTA WAY
RUN LN
PARK LN
EASTON LN
GREEN GLEN LN
BEACON DR
CIRRUS WAY
FERRON LN
MANTI CT
PLUTO CT
TALC LN
ELLERG WAY
NORMAN RD
BROOKSIDE AVE
PIPPIN WAY
WAY
GRAND AVE
CHERRY VALL
WINESAP AVE
HIG ST
LOT LINE RD
DOVE
MESA ST
BLUFF ST
SUNSET KNOLL WAY
MOORE ST
BLUFF ST
COOS ST
SUNSET AVE
SILVER STAR DR
DAWN LN
ECLIPSE DR
County of San Bernardino, Vantor, Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, (c) OpenStreetMap contributors, and the GIS User Community
777

# ATWELL




| LAND USE SUMMARY | | | |
|---|---|---|---|
| PLANNING AREA | ACREAGE | PRODUCT TYPE | UNITS |
| 2 | 19.49 | 47 X 75 | 109 |
| 12 | 14.12 | 47 X 75 | 79 |
| 17 (& 18) | 13.04 | 47 X 75 | 85 |
| 1A | 25.64 | 47 X 75 | 165 |
| SUBTOTAL | 67.29 | | 438 |
| 4 (& 18) | 11.25 | 44 X 70 (MW), 55 X 80 (SF) | 137 |
| 11 | 24.69 | 44 X 70 (MW), 55 X 80 (SF) | 174 |
| 15A | 15.04 | 44 X 70 (MW), 55 X 80 (SF) | 117 |
| 43C | 29.77 | 44 X 65 (MW), 55 X 80 (SF) | 170 |
| SUBTOTAL | 79.75 | | 598 |
| 49A (DUPLEX) | 22.75 | 30 X 60 (MF) | 248 |
| SUBTOTAL | 22.75 | | 248 |
| 3A | 29.40 | 45 X 100 | 130 |
| 5A | 19.19 | 45 X 100 | 100 |
| 10A (& 10B) | 32.00 | 45 X 100 | 161 |
| 40 (& 47B) | 35.09 | 45 X 100 | 196 |
| 49A | 14.27 | 45 X 100 | 71 |
| 52 | 11.66 | 45 X 100 | 58 |
| 54 (& 55A) | 32.73 | 45 X 100 | 147 |
| SUBTOTAL | 191.21 | | 790 |
| 6A (& 6B) | 29.21 | 47 X 100 | 127 |
| 51 | 15.49 | 47 X 100 | 64 |
| SUBTOTAL | 44.70 | | 191 |
| 13A | 16.29 | 50 X 100 | 76 |
| 41 (& 42B) | 29.67 | 50 X 100 | 142 |
| 43A | 21.95 | 50 X 100 | 105 |
| 47A | 13.42 | 50 X 100 | 67 |
| 48B | 7.12 | 50 X 100 | 31 |
| 50A | 24.56 | 50 X 100 | 109 |
| 53A | 17.06 | 50 X 100 | 126 |
| 53 | 3.12 | 50 X 100 | 9 |
| 55B (& 56B) | 21.61 | 50 X 100 | 91 |
| 56 | 22.69 | 50 X 100 | 120 |
| SUBTOTAL | 195.70 | | 840 |
| 1A | 19.21 | 55 X 100 | 86 |
| 6 (& 7B) | 29.60 | 55 X 100 | 130 |
| 9A | 16.69 | 55 X 100 | 84 |
| 14B | 19.65 | 55 X 100 | 72 |
| 43 | 21.94 | 55 X 100 | 97 |
| 44A | 24.38 | 55 X 100 | 107 |
| 46 | 29.75 | 55 X 100 | 130 |
| 59A | 15.74 | 55 X 100 | 66 |
| 59 | 21.70 | 55 X 100 | 95 |
| SUBTOTAL | 198.66 | | 844 |
| 1B | 13.65 | 60 X 100 | 77 |
| 7 (& 7B) | 21.21 | 60 X 100 | 112 |
| 10 (& 9B) | 24.02 | 60 X 100 | 94 |
| 40 (& 44B) | 32.69 | 60 X 100 | 128 |
| 58B | 5.16 | 60 X 100 | 13 |
| 57 | 22.04 | 60 X 100 | 82 |
| SUBTOTAL | 132.77 | | 506 |
| GRAND TOTAL | 855.20 | | 4,466 |
| OPEN SPACE | 40.91 | | |
| PARKS | 16.05 | | |
| COMMERCIAL | 29.97 | | |
| SCHOOL SITES | 39.97 | | |
| BACKBONE ROW | 7.45 | | |
| TOTAL AREA | 1,029.36 | | |

| DWELLING UNIT SUMMARY | |
|---|---|
| PHASE | DWELLING UNITS |
| 1A | 479 |
| 1B | 589 |
| 2A | 616 |
| 2B | 530 |
| 3A | 576 |
| 3B | 782 |
| 4A | 418 |
| 4B | 680 |
| TOTAL | 4,466 |

PREPARED FOR:
tri pointe HOMES
1900 Quail Ridge Court
Suite 100
Riverside, CA 92507
(951) 782-0400

PREPARED BY:
MDS
MICHAEL DAVID SMITH, INC.
PLANNERS ENGINEERS SURVEYORS

| DATE | NO. | REVISIONS |
|---|---|---|

# ATWELL
# PRELIMINARY COMPOSITE SITE PLAN

DATE PREPARED: AUGUST 26, 2025
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 1

## SHEET INDEX

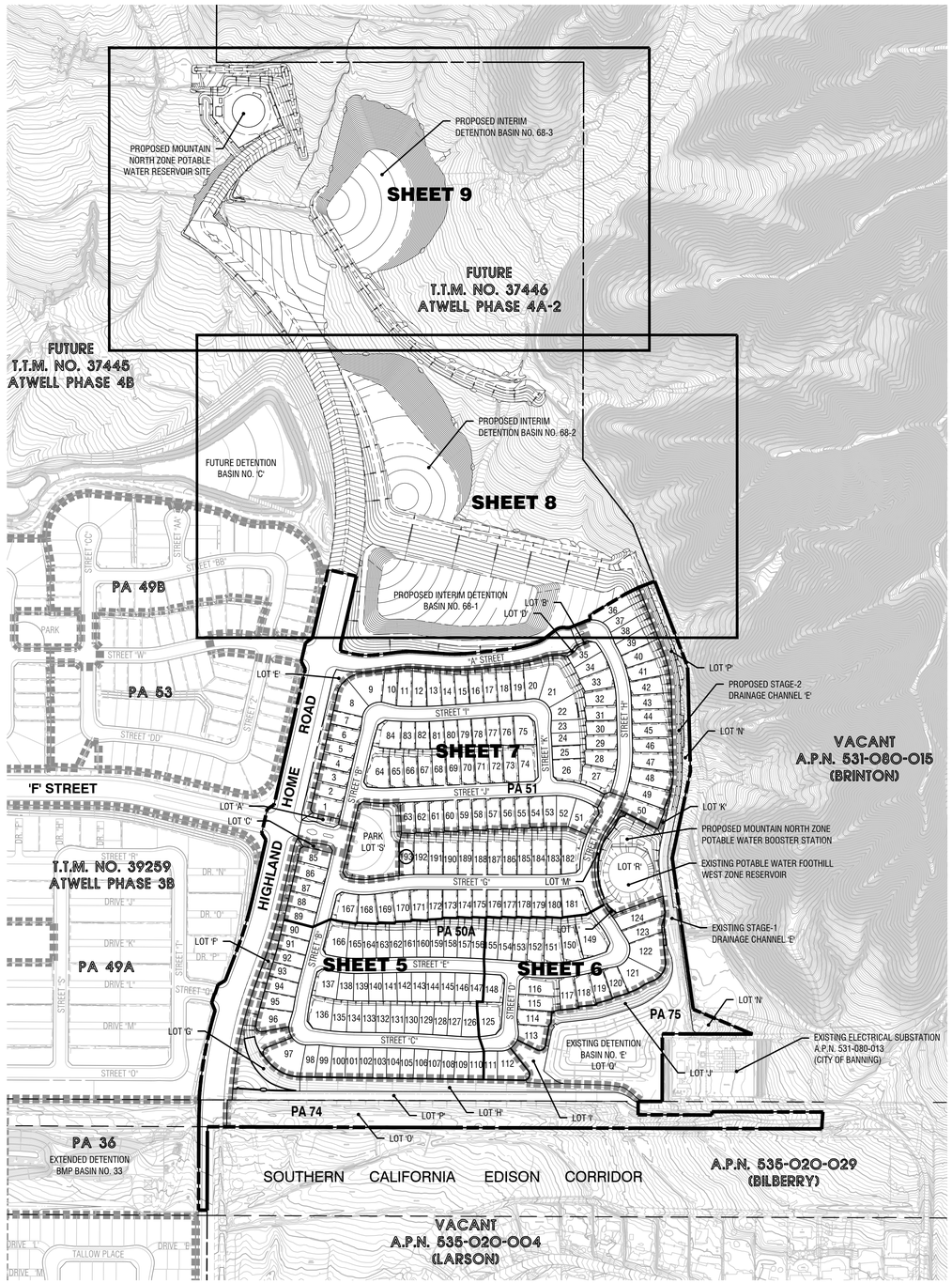

| | |
|---|---|
| SHEET 1 | TITLE SHEET / SHEET INDEX |
| SHEET 2 | NOTES |
| SHEET 3 | STREET SECTIONS |
| SHEET 4 | AREA SUMMARIES |
| SHEETS 5 - 9 | MAP SHEETS |
| SHEETS 10 -11 | EASEMENT DISPOSITION MAPS |


## LOT INDEX

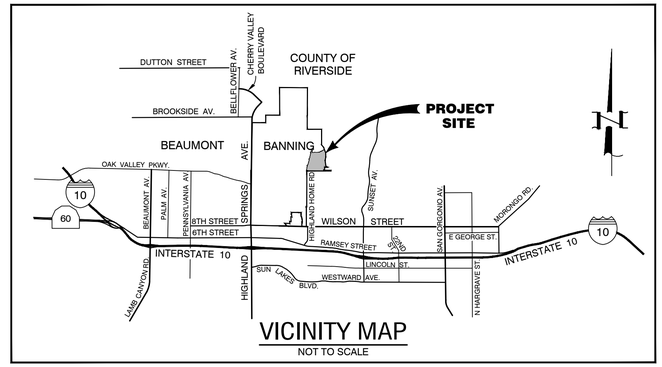
| | | |
|---|---|---|
| LOTS 1 - 84 | (PA 51) | SHEETS 7, 8 |
| LOTS 85 - 193 | (PA 50A) | SHEETS 5, 6, 7 |
| LOTS 'A' - 'S' | (OPEN SPACE) | SHEETS 5, 6, 7, 8 |

## LEGEND

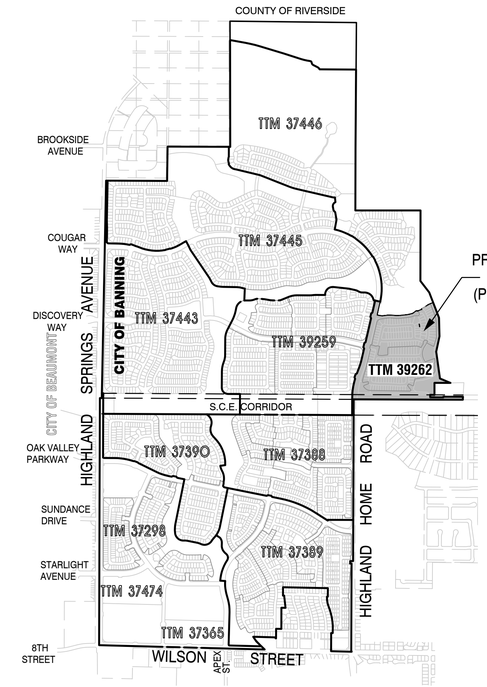
- TENTATIVE TRACT MAP BOUNDARY
- PLANNING AREA BOUNDARY
- SHEET MATCH LINE




SHEET INDEX MAP
SCALE: 1"=250'




VICINITY MAP
NOT TO SCALE




ATWELL KEY MAP
SCALE: 1"=1500'

GRAPHIC SCALE

250 0 125 250 500 1000

( IN FEET )
1 inch = 250 ft.

REGISTERED PROFESSIONAL ENGINEER
EDWARD J. LENTH
No. 052496
CIVIL
STATE OF CALIFORNIA

5/22/2025
EDWARD J. LENTH RCE 052496

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:

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

# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# TENTATIVE TRACT MAP
### CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 1 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



MDS Proj. Data: I:\89418\PLANNING\Plans\TTM 39262
Created: 05.20.2025 11:36:19 AM Author:~~
Last Edit: 05.22.2025 11:18:45 AM By: Ssandoval

MDS File: 89418-PA4A_1-TENT-01.dwg
Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 11:59:18 AM By: ssandoval

## LEGEND

- TRACT BOUNDARY
- STREET CENTERLINE
- SIDEWALK
- DAYLIGHT LINE
- PROPOSED CURB & GUTTER
- EXISTING CURB & GUTTER
- PROPOSED STREET AT CENTERLINE (2605.0)
- FLOWLINE
- PAD ELEVATION (2605.0)
- LOT NUMBER (100)
- HIGHEST SINGLE-FAMILY RESIDENTIAL LOT NUMBER (264)
- PROPOSED STORM DRAIN (SD)
- PROPOSED SANITARY SEWER (SS)
- PROPOSED POTABLE WATER (W)
- PROPOSED NON-POTABLE WATER (NPW)
- EXISTING STORM DRAIN (SD)
- EXISTING SANITARY SEWER (SS X)
- EXISTING POTABLE WATER (W X)
- EXISTING NON-POTABLE WATER (NPW X)
- PROPOSED STREET GRADE (1.00%)
- PROPOSED RETAINING WALL
- PROPOSED RETAINING WALL HEIGHT (2.0 RW)
- LOT MIDPOINT DIMENSION (60)
- PLANNING AREA BOUNDARY
- MATCHLINE
- PLANNING AREA DESIGNATION (PA 51)

## ABBREVIATIONS

| | |
|---|---|
| Δ | DELTA |
| AC | ACREAGE |
| AVG. | AVERAGE |
| DU | DWELLING UNIT |
| DW | DOMESTIC WATER |
| EX. | EXISTING |
| FL | FLOWLINE |
| G | GAS |
| GB | GRADE BREAK |
| HP | HIGH POINT |
| L | LENGTH |
| LP | LOW POINT |
| MAX | MAXIMUM |
| MIN | MINIMUM |
| NO. | NUMBER |
| PA | PLANNING AREA |
| PI | POINT OF INTERSECTION |
| R | RADIUS |
| RCW | NON-POTABLE WATER |
| R/W | RIGHT OF WAY |
| RW | RETAINING WALL |
| SD | STORM DRAIN |
| SS | SANITARY SEWER |
| ST | STREET |
| SQ. FT. | SQUARE FEET |
| TC | TOP OF CURB |

## UTILITIES

**WATER**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**SEWER**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**ELECTRIC**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**GAS**
SOUTHERN CALIFORNIA GAS COMPANY
1981 WEST LUGONIA AVENUE
REDLANDS, CA. 92374
(909) 335-3928

**TRASH**
CITY OF BANNING
c/o WASTE MANAGEMENT
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

**TELEPHONE**
FRONTIER COMMUNICATION
280 SOUTH LOCUST STREET
POMONA, CA. 92363
(909) 397-0042

**CABLE**
SPECTRUM CABLE
3317 WEST RAMSEY STREET
BANNING, CA. 92220
(866) 417-1039

**STORM DRAIN**
CITY OF BANNING
99 EAST RAMSEY STREET
BANNING, CA. 92220
(951) 922-3185

## FLOOD ZONE NOTE

THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE 'X' ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NUMBERS 060246-0808G, 060246-0808G, MAP NUMBER 06065C0808G.

ZONE 'X' BEING DEPICTED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN".

## BASIS OF BEARINGS

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

## BENCHMARK

ELEVATIONS AS SHOWN HEREON ARE IN TERMS OF THE NATIONAL GEODETIC VERTICAL DATUM OF NAVD 88 BASED LOCALLY UPON THE FOLLOWING BENCH MARK: 3-1/4" STANDARD ALUMINUM MWD DISK, FLUSH, LOCATED IN BANNING, 0.6 MILES SOUTH ALONG HIGHLAND SPRINGS AVENUE FROM THE INTERSECTION OF HIGHLAND SPRINGS AVENUE AND THE SOUTHERN PACIFIC RAILROAD BRIDGE, 17.5 FEET EAST OF THE CENTERLINE OF HIGHLAND SPRINGS AVENUE AT THE NORTHWEST CORNER OF CATCH BASIN AT THE TOP OF CURB, 0.5 FEET EAST OF FACE OF CURBS.

## LEGAL DESCRIPTION

LOTS 20, 24, 47, T, U AND PORTIONS OF LOTS 19, 23, 25, D AND R, OF TRACT MAP NO. 35967, FILED IN BOOK 474 OF MAPS, PAGES 1 THROUGH 14, INCLUSIVE, IN THE OFFICE OF THE RECORDER OF RIVERSIDE COUNTY, CALIFORNIA.

## ASSESSORS PARCEL NUMBERS

408-580-053, 408-580-054, 408-580-055 AND PORTIONS OF 408-580-042, 408-580-051, 408-580-052, 408-580-056, 408-580-061 AND 408-580-064

## LAND USE SUMMARY

| LOTS | LAND USE | ACREAGE | PERCENT (%) |
|---|---|---|---|
| 1-193 | SINGLE-FAMILY RESIDENTIAL | 33.41 AC | 48.58% |
| 'A'-'P' | OPEN SPACE | 11.08 AC | 16.11% |
| 'Q' | DETENTION BASIN/DRAINAGE CHANNEL | 4.47 AC | 6.50% |
| 'R' | POTABLE WATER RESERVOIR/BOOSTER STATION | 1.59 AC | 2.31% |
| 'S' | PARKS | 1.19 AC | 1.73% |
| | MAJOR HIGHWAY | 5.73 AC | 8.33% |
| | LOCAL STREETS | 11.30 AC | 16.43% |
| | GROSS ACREAGE | 68.77 AC | 100% |

## TENTATIVE TRACT NO. 39262

| | |
|---|---|
| NUMBER OF LOTS: TOTAL | 193 |
| SINGLE FAMILY RESIDENTIAL | 193 |
| PARKS | 1 |
| OPEN SPACE | 17 |
| DETENTION BASIN/DRAINAGE CHANNEL | 1 |
| POTABLE WATER RESERVOIR/BOOSTER STATION | 1 |
| LOCAL STREETS | 11 |
| MAJOR HIGHWAY | 1 |

GROSS ACREAGE: 68.77 AC
CONTROL INTERVAL: 1 FOOT
DATE: MAY 22, 2025

## STREET AREA SUMMARY

| STREET | ACREAGE |
|---|---|
| HIGHLAND HOME ROAD | 5.73 AC |
| "A" STREET | 1.35 AC |
| "B" STREET | 1.72 AC |
| "C" STREET | 1.00 AC |
| "D" STREET | 0.32 AC |
| "E" STREET | 1.47 AC |
| "F" STREET | 0.20 AC |
| "G" STREET | 1.12 AC |
| "H" STREET | 1.78 AC |
| "I" STREET | 0.85 AC |
| "J" STREET | 1.17 AC |
| "K" STREET | 0.32 AC |
| TOTAL ACREAGE | 17.03 AC |

## OPEN SPACE AREA SUMMARY

| LOTS | ACREAGE |
|---|---|
| LOT 'A' | 0.09 |
| LOT 'B' | 0.01 |
| LOT 'C' | 0.06 |
| LOT 'D' | 0.10 |
| LOT 'E' | 0.41 |
| LOT 'F' | 0.51 |
| LOT 'G' | 0.90 |
| LOT 'H' | 1.25 |
| LOT 'I' | 0.32 |
| LOT 'J' | 0.70 |
| LOT 'K' | 0.05 |
| LOT 'L' | 0.01 |
| LOT 'M' | 0.08 |
| LOT 'N' | 1.03 |
| LOT 'O' | 4.40 |
| LOT 'P' | 1.14 |
| TOTAL ACREAGE | 11.08 AC |

## PROPOSED TENTATIVE TRACT 39262

| PLANNING AREA (No.) | LAND USE (TYPE) | GROSS AREA (ACRE) | NUMBER LOTS (DU) | GROSS DENSITY (DU/AC) | RESIDENTIAL AREA (ACRE) | STREETS (ACRE) | LOT SIZE (MIN) | PAD SIZE (MIN) | LOT AREA MIN (SQ. FT.) | LOT AREA MAX (SQ. FT.) | LOT AREA AVG (SQ. FT.) |
|---|---|---|---|---|---|---|---|---|---|---|---|
| 51 | MDR | 18.47 | 84 | 4.2 | 14.62 | 5.22 | 47' x 100' | 47' x 100' | 4,700 | 19,410 | 7,583 |
| 50A | LDR | 24.56 | 109 | 4.4 | 18.78 | 6.21 | 50' x 100' | 50' x 100' | 5,000 | 14,933 | 7,506 |
| 74 | OS | 8.28 | | | | | | | | | |
| PORTION OF 75 | OS | 8.25 | | | | | | | | | |
| ★ | PARK | 1.19 | | | | | | | | | |

## NOTE:

★ LOT 'S' IS NOT A PART OF A PLANNING AREA.

## PER BUTTERFIELD SPECIFIC PLAN, 2017

| PLANNING AREA (No.) | LAND USE (TYPE) | GROSS AREA (ACRE) | NUMBER LOTS (DU) |
|---|---|---|---|
| 51 | MDR | 21.3 | 102 |
| 50A | LDR | 34.4 | 157 |
| 74 | OS | 4.4 | 1 |
| 75 | OS | 4.6 | 1 |

**LEGEND**

| | |
|---|---|
| LDR | LOW DENSITY RESIDENTIAL |
| MDR | MEDIUM DENSITY RESIDENTIAL |
| OS | OPEN SPACE |
| PARK | PARK - RECREATION |

## GENERAL INFORMATION

1. EXISTING LAND USE: VACANT / POTABLE WATER RESERVOIR / DETENTION BASIN
2. EXISTING ZONING: BUTTERFIELD SPECIFIC PLAN
3. EXISTING GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
4. PROPOSED LAND USE:
   SINGLE -FAMILY RESIDENTIAL
   PARK
   OPEN SPACE
5. PROPOSED ZONING: BUTTERFIELD SPECIFIC PLAN
6. PROPOSED GENERAL PLAN: BUTTERFIELD SPECIFIC PLAN
7. ADJACENT LAND USES:
   NORTH: VACANT / FUTURE SINGLE-FAMILY RESIDENTIAL
   EAST: VACANT
   SOUTH: EXISTING SCE CORRIDOR & EXISTING SINGLE-FAMILY RESIDENTIAL
   WEST: VACANT / FUTURE OPEN SPACE & SINGLE-FAMILY RESIDENTIAL
8. PARK REQUIREMENTS TO BE MET BY THE DEDICATION AND CONSTRUCTION OF PARKS.
9. SCHOOL DISTRICTS:
   ELEMENTARY: BANNING UNIFIED SCHOOL DISTRICT
   MIDDLE SCHOOL: BANNING UNIFIED SCHOOL DISTRICT
   HIGH SCHOOL: BANNING UNIFIED SCHOOL DISTRICT
10. PAD ELEVATIONS SHOWN HEREON MAY BE ADJUSTED PLUS OR MINUS 3 FEET.
11. MULTIPLE FINAL MAPS MAY BE FILED PURSUANT TO SECTION 66456.1 OF THE CALIFORNIA GOVERNMENT CODE.
12. THIS TENTATIVE TRACT MAP IS WITHIN THE APPROVED BUTTERFIELD SPECIFIC PLAN.
13. ALL PROPOSED MANUFACTURED SLOPES SHALL BE A MAXIMUM OF 2:1, UNLESS OTHERWISE NOTED ON THE TENTATIVE TRACT MAP.
14. PRELIMINARY EARTHWORK QUANTITIES (ADJUSTED):
    CUT: 882,862 CY FILL: 1,344,021 CY
    EXPORT: 461,159 CY
15. GEOTECHNICAL/SOILS INVESTIGATION REPORT WAS PREPARED BY GEOCON WEST, INC., DATED MARCH 17, 2021.
16. THERE ARE NO HABITABLE STRUCTURES WITHIN THE BOUNDARIES OF THIS TENTATIVE TRACT MAP.
17. HIGHLAND HOME ROAD AND STREET "A" WITHIN THIS TENTATIVE TRACT ARE PUBLIC AND SHALL BE MAINTAINED BY THE CITY OF BANNING.
18. STREET "B" THROUGH "K" WITHIN THIS TENTATIVE TRACT ARE PRIVATE AND SHALL BE MAINTAINED BY AN APPROVED HOME OWNERS ASSOCIATION.
19. THE DEVELOPER/APPLICANT SHALL RESERVE THE RIGHT TO MERGE LOTS ON THE FINAL MAP.
20. THIS TENTATIVE TRACT MAP HAS BEEN DESIGNATED AS LYING WITHIN ZONE 'X' BY FEMA, FIRM PANEL NUMBERS 060245-0808G AND 060246-0808G, MAP NUMBER 06065C-0808G, DATED AUGUST 28, 2008.
21. THIS TENTATIVE TRACT MAP INCLUDES THE ENTIRE CONTIGUOUS OWNERSHIP OF LAND BEING SUBDIVIDED.
22. TOPOGRAPHIC SURVEY WAS FLOWN AND COMPILED BY DON READ CORPORATION, DATED MAY 10, 2017.
23. THIS TENTATIVE TRACT MAP AREA IS LOCATED IN FIRE HAZARD ZONES.
24. FINAL DESIGN SHALL COMPLY WITH THE N.P.D.E.S. REQUIREMENTS OUTLINED BY THE CITY OF BANNING.
25. PROPOSED OPEN SPACE LOTS 'A'-'P' SHALL BE PRIVATE AND MAINTAINED BY AN APPROVED H.O.A.
26. PROPOSED DETENTION BASIN/DRAINAGE CHANNEL LOT 'Q' SHALL BE MAINTAINED BY RIVERSIDE COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT.
27. PROPOSED POTABLE WATER RESERVOIR/BOOSTER STATION LOT 'R' SHALL BE MAINTAINED BY THE CITY OF BANNING.
28. PROPOSED PARK LOT 'S' SHALL BE MAINTAINED BY AN APPROVED H.O.A.
29. ALL PROPOSED RESIDENTIAL LOTS SHALL MAINTAIN MINIMUM GRADE FROM REAR OF THE LOT TO THE STREET IN ACCORDANCE WITH LATEST CALIFORNIA BUILDING CODE.
30. FIRE PROTECTION SHALL BE PROVIDED BY THE CITY OF BANNING.
31. ALL PROPOSED ON-SITE STORM DRAIN FACILITIES , SIZE AND LOCATION ARE PRELIMINARY AND SUBJECT TO FINAL HYDRAULIC CALCULATIONS ACCEPTABLE TO THE CITY OF BANNING.
32. ALL PROPOSED WATER QUALITY BASINS (BMP) SHALL BE MAINTAINED BY AN APPROVED H.O.A.
33. ALL PROPOSED ON-SITE STORM WATER DISCHARGE FROM THIS TENTATIVE TRACT MAP SHALL BE TREATED BY PERMANENT ON-SITE TREATMENT CONTROL BMP'S FOR TRASH AND DEBRIS OF OFF-SITE AND ON-SITE PRIOR TO DISCHARGE TO ANY EXISTING OR PROPOSED DRAINAGE FACILITY.
34. ALL DIMENSIONS ON THIS TENTATIVE TRACT MAP ARE APPROXIMATE.
35. ALL LANDSCAPING WITHIN EACH INDIVIDUAL RESIDENTIAL LOT SHALL BE MAINTAINED BY THE HOMEOWNER.
36. A NON-EXCLUSIVE EASEMENT SHALL BE PROVIDED TO THE CITY OF BANNING TO INCLUDE THE INSTALLATION OF ELECTRIC DISTRIBUTION FACILITIES WITHIN ALL COMMON AREAS.
37. PLANNING AREA 74 OCCURS IN THIS TENTATIVE TRACT. THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 74 IS 8.28 ACRES WHICH IS 188.18% ABOVE THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 4.40 ACRES.
38. PLANNING AREA 75 OCCURS IN TTM NO. 39262 (8.25 ACRES OF PHASE 4A-1) AND TTM NO. 37446 (7.71 ACRES OF PHASE 4A-2). THE TOTAL APPROXIMATE AREA PROPOSED FOR PLANNING AREA 75 IS 15.96 ACRES WHICH IS 246.96% ABOVE THE APPROVED BUTTERFIELD SPECIFIC PLAN (2017) AREA OF 4.6 ACRES.

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

**PREPARED FOR:**

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

**PREPARED BY:**

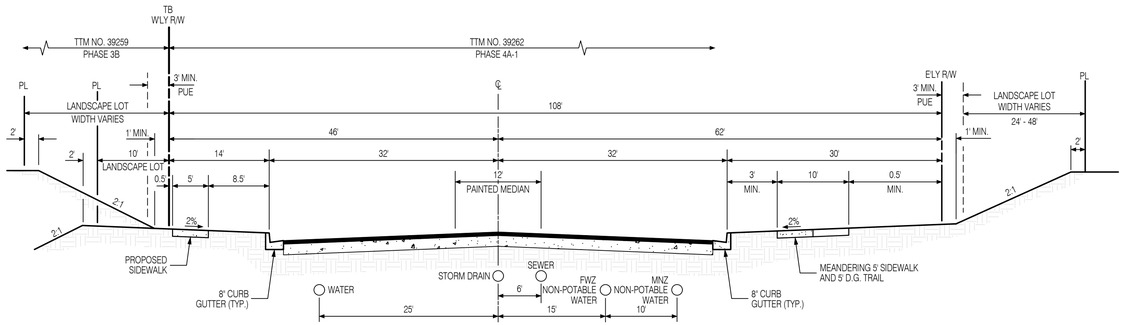
MDS CONSULTING
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(949) 251-8821
WWW.MDSCONSULTING.NET
PLANNERS ENGINEERS SURVEYORS

# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# NOTES
### CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 2 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



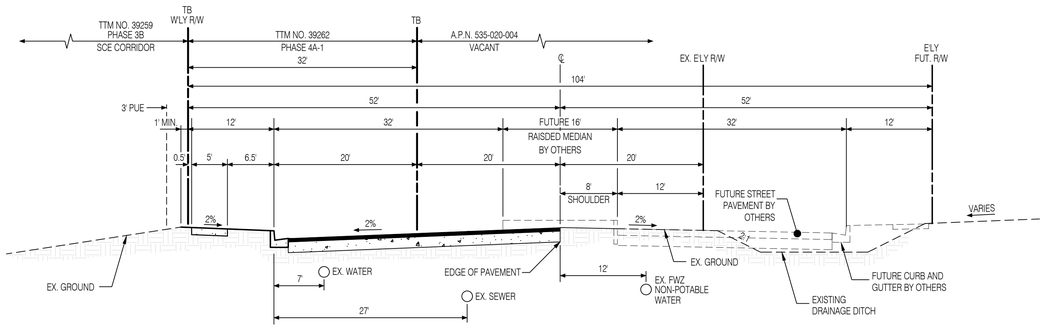
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MDS File: 89418-P4A4_1-TENT-02.dwg
Plot Scale: 1" = 1" Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 1:40:25 PM By: ssandoval




## HIGHLAND HOMES ROAD (PUBLIC)

(MODIFIED MAJOR HIGHWAY)

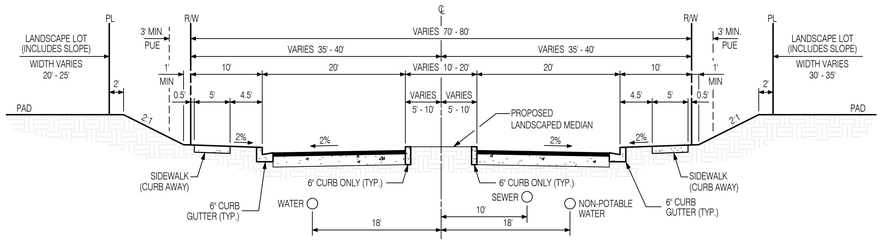
SCALE 1"=10'




## HIGHLAND HOME ROAD (PUBLIC)

(MODIFIED MAJOR HIGHWAY)

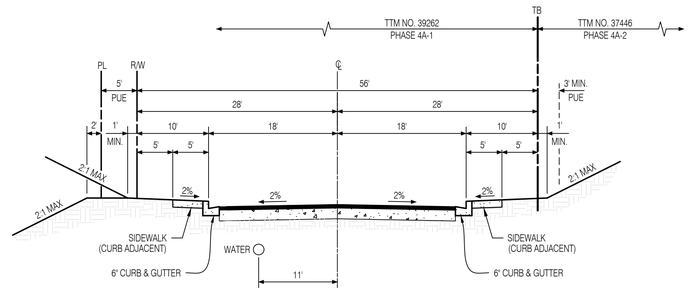
SCALE 1"=10'




## "F" STREET (PRIVATE)

(NEIGHBORHOOD ENTRY)

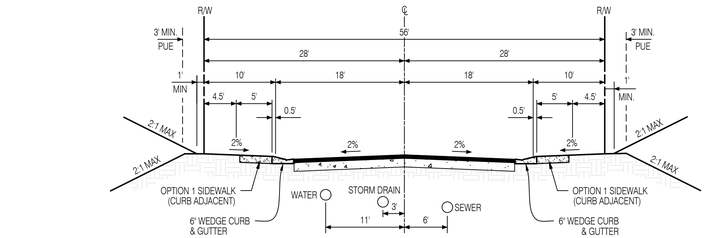
SCALE 1"=10'




## "A" STREET

(MODIFIED LOCAL RESIDENTIAL STREET)

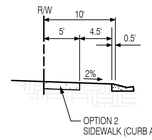
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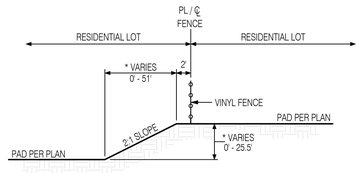



## STREETS "B" - "K"

(MODIFIED LOCAL RESIDENTIAL STREET)

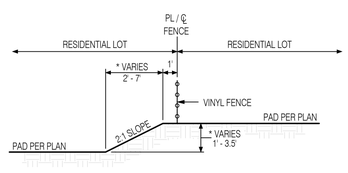
OPTION 1 OR OPTION 2 SIDEWALK MAY BE USED
CITY STD. CURB & GUTTER MAY BE USED IN-LIEU OF
WEDGE CURB & GUTTER PER THE BUTTERFIELD SPECIFIC PLAN
SCALE 1" = 10'




## TYPICAL REAR-YARD SLOPE SECTION

*REAR YARD SLOPE
SHALL BE LANDSCAPED AND MAINTAINED
BY HOMEOWNER
NTS




## TYPICAL SIDE-YARD SLOPE SECTION

* SIDEYARD SLOPES SHALL BE LANDSCAPED
AND MAINTAINED BY HOMEOWNER
NTS

| DATE: | NO. | REVISIONS |
|---|---|---|
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| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

**PREPARED FOR:**

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Corona, CA 92879
(951) 428-4400

**PREPARED BY:**

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PLANNERS ENGINEERS SURVEYORS

# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# STREET SECTIONS
### CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
### SHEET 3 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



MDS Proj. Data: I:\89418\PLANNING\Plans\TTM 39262
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Last Edit: 05.22.2025 09:35:21 AM By: Ssandoval
MDS File: 89418-PA4A_1-TENT-03.dwg
Plot Scale: 1" = 1" Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 12:14:44 PM By: ssandoval

# RESIDENTIAL LOT SUMMARY

## PLANNING AREA 50A (LDR)

### LOT AREA SUMMARY LOTS 85 - 193

| LOT # | LOT AREA (SQ. FT.) | LOT # | LOT AREA (SQ. FT.) | LOT # | LOT AREA (SQ. FT.) | LOT # | LOT AREA (SQ. FT.) |
|---|---|---|---|---|---|---|---|
| 85 | 6,760 | 115 | 8,676 | 145 | 5,779 | 175 | 5,683 |
| 86 | 6,791 | 116 | 9,726 | 146 | 5,695 | 176 | 5,692 |
| 87 | 6,401 | 117 | 7,369 | 147 | 5,618 | 177 | 5,630 |
| 88 | 6,294 | 118 | 7,118 | 148 | 7,699 | 178 | 5,655 |
| 89 | 6,211 | 119 | 6,764 | 149 | 14,411 | 179 | 5,581 |
| 90 | 6,084 | 120 | 6,347 | 150 | 10,607 | 180 | 6,055 |
| 91 | 5,895 | 121 | 10,927 | 151 | 10,849 | 181 | 9,158 |
| 92 | 5,868 | 122 | 14,050 | 152 | 10,182 | 182 | 12,527 |
| 93 | 6,026 | 123 | 8,300 | 153 | 9,194 | 183 | 9,845 |
| 94 | 6,523 | 124 | 12,743 | 154 | 8,633 | 184 | 9,746 |
| 95 | 7,085 | 125 | 10,848 | 155 | 7,995 | 185 | 9,496 |
| 96 | 9,182 | 126 | 7,657 | 156 | 7,746 | 186 | 9,420 |
| 97 | 14,933 | 127 | 6,846 | 157 | 7,633 | 187 | 9,300 |
| 98 | 6,285 | 128 | 6,664 | 158 | 7,550 | 188 | 9,135 |
| 99 | 6,191 | 129 | 6,593 | 159 | 7,279 | 189 | 8,988 |
| 100 | 5,957 | 130 | 6,463 | 160 | 6,921 | 190 | 8,912 |
| 101 | 5,794 | 131 | 6,380 | 161 | 6,929 | 191 | 8,681 |
| 102 | 5,566 | 132 | 6,278 | 162 | 6,590 | 192 | 8,526 |
| 103 | 5,641 | 133 | 6,221 | 163 | 6,503 | 193 | 8,430 |
| 104 | 5,633 | 134 | 6,364 | 164 | 6,490 | | |
| 105 | 5,590 | 135 | 6,580 | 165 | 7,172 | | |
| 106 | 5,511 | 136 | 10,526 | 166 | 10,748 | | |
| 107 | 5,445 | 137 | 8,908 | 167 | 9,541 | | |
| 108 | 5,190 | 138 | 5,895 | 168 | 7,504 | | |
| 109 | 5,334 | 139 | 5,686 | 169 | 7,118 | | |
| 110 | 5,642 | 140 | 5,506 | 170 | 7,348 | | |
| 111 | 5,366 | 141 | 5,604 | 171 | 7,258 | | |
| 112 | 10,180 | 142 | 5,764 | 172 | 6,068 | | |
| 113 | 8,310 | 143 | 5,818 | 173 | 5,767 | | |
| 114 | 7,011 | 144 | 5,823 | 174 | 5,685 | | |

## PLANNING AREA 51 (MDR)

### LOT AREA SUMMARY LOTS 1 - 84

| LOT # | LOT AREA (SQ. FT.) | LOT # | LOT AREA (SQ. FT.) | LOT # | LOT AREA (SQ. FT.) |
|---|---|---|---|---|---|
| 1 | 7,589 | 31 | 6,299 | 61 | 6,139 |
| 2 | 6,147 | 32 | 7,213 | 62 | 6,108 |
| 3 | 6,170 | 33 | 7,424 | 63 | 6,250 |
| 4 | 6,170 | 34 | 6,740 | 64 | 12,532 |
| 5 | 6,147 | 35 | 6,221 | 65 | 7,669 |
| 6 | 6,141 | 36 | 9,558 | 66 | 7,487 |
| 7 | 5,688 | 37 | 7,779 | 67 | 7,355 |
| 8 | 10,402 | 38 | 7,560 | 68 | 7,350 |
| 9 | 11,857 | 39 | 8,610 | 69 | 7,428 |
| 10 | 6,914 | 40 | 9,037 | 70 | 7,417 |
| 11 | 7,663 | 41 | 9,157 | 71 | 7,460 |
| 12 | 7,636 | 42 | 9,274 | 72 | 7,416 |
| 13 | 7,308 | 43 | 8,326 | 73 | 7,508 |
| 14 | 6,756 | 44 | 7,890 | 74 | 9,865 |
| 15 | 6,558 | 45 | 7,950 | 75 | 8,165 |
| 16 | 6,572 | 46 | 8,438 | 76 | 5,704 |
| 17 | 6,672 | 47 | 9,596 | 77 | 5,489 |
| 18 | 6,775 | 48 | 9,939 | 78 | 5,416 |
| 19 | 6,797 | 49 | 9,795 | 79 | 5,364 |
| 20 | 11,151 | 50 | 10,629 | 80 | 5,320 |
| 21 | 19,410 | 51 | 9,461 | 81 | 5,459 |
| 22 | 10,803 | 52 | 6,766 | 82 | 5,501 |
| 23 | 6,198 | 53 | 5,619 | 83 | 5,498 |
| 24 | 6,062 | 54 | 5,834 | 84 | 9,503 |
| 25 | 6,217 | 55 | 6,134 | | |
| 26 | 9,403 | 56 | 6,107 | | |
| 27 | 10,238 | 57 | 6,134 | | |
| 28 | 7,836 | 58 | 6,107 | | |
| 29 | 6,398 | 59 | 6,134 | | |
| 30 | 6,027 | 60 | 6,107 | | |

| DATE: | NO. | REVISIONS |
|---|---|---|
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| | | |
| | | |

PREPARED FOR:

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Suite 600
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(951) 428-4400

PREPARED BY:

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5 PETERS CANYON ROAD
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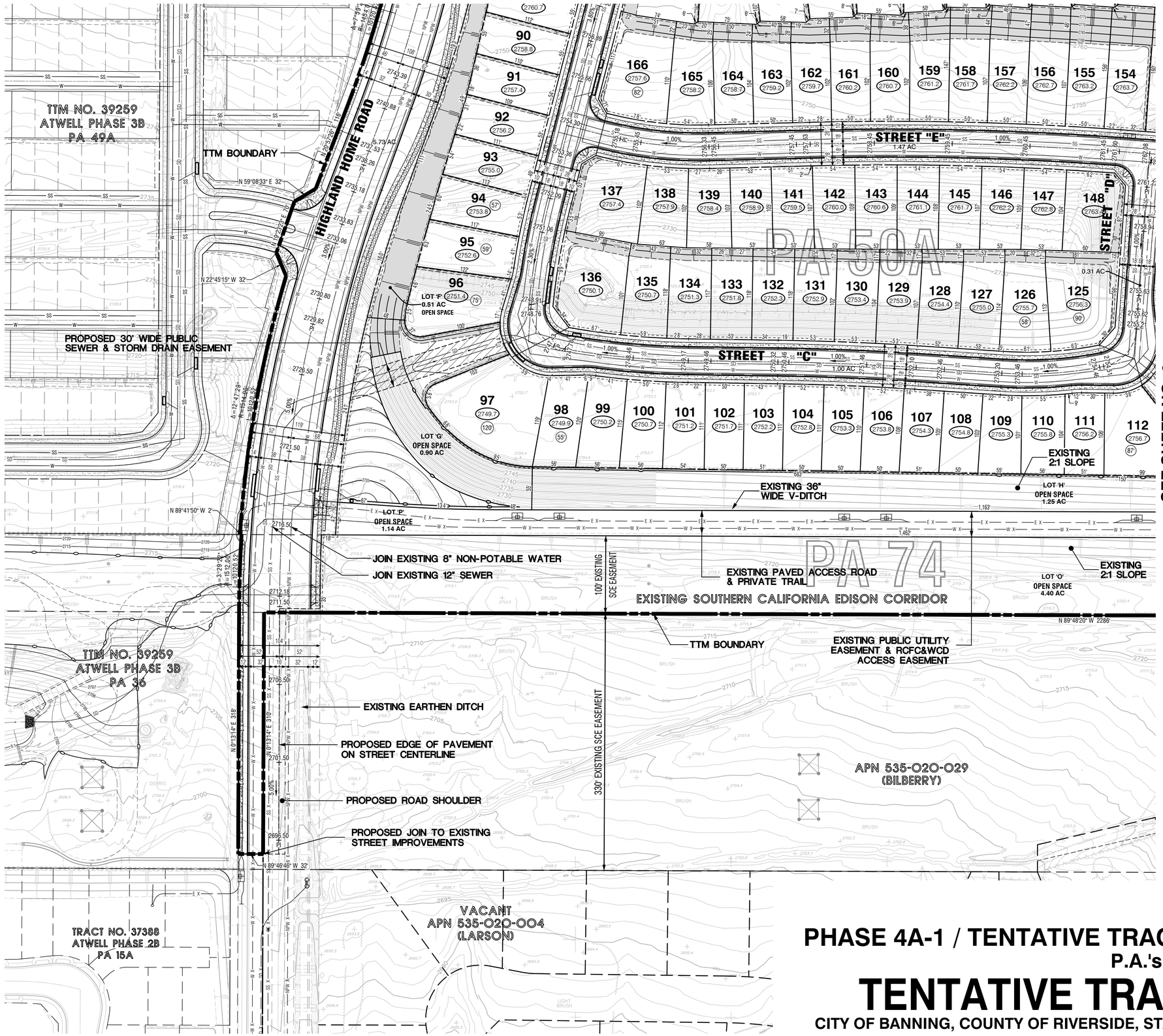
# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# AREA SUMMARIES
### CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 4 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262

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MDS File: 89418-XR-SDR-TTM-PLANS.dwg
Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 04.19.2018 6:19:41 PM By: station178

SEE SHEET NO. 7

SEE SHEET NO. 6




SCALE 1"=60'

GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )
1 inch = 60 ft.

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:

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| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

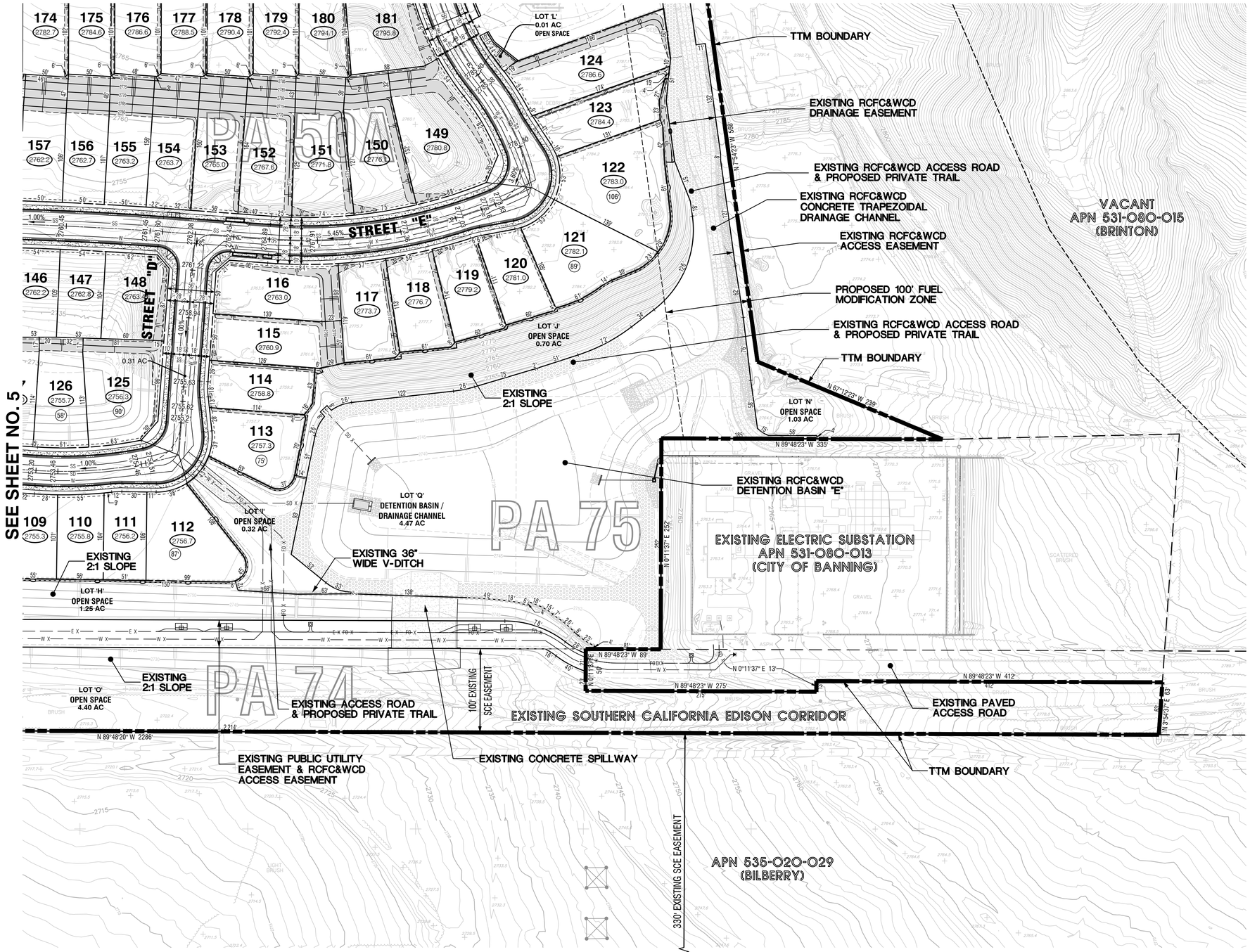
# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 5 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262

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Last Edit: 05.22.2025 11:55:21 AM By: ssandoval
MDS File: 89418-PA4A_1-TENT-05.dwg
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Plot Date: 05.22.2025 12:04:55 PM By: ssandoval

SEE SHEET NO. 7

SEE SHEET NO. 5




GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )
1 inch = 60 ft.

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

PREPARED FOR:

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

PREPARED BY:

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

SCALE 1"=60'

# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 6 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



MDS Proj. Data: I:\89418\PLANNING\Plans\TTM 39262
Created: 05.22.2025 09:35:44 AM Author:---
Last Edit: 05.22.2025 11:55:21 AM By: lsandoval
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Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 12:14:32 PM By: lsandoval

SEE SHEET NO. 8

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C1 | 20°08'36" | 290.00' | 101.95' | 51.51' |
| C2 | 11°08'33" | 328.00' | 63.79' | 31.99' |
| C3 | 10°03'46" | 572.00' | 100.46' | 50.36' |
| C4 | 12°24'29" | 572.00' | 123.87' | 62.18' |
| C5 | 19°09'03" | 100.00' | 33.42' | 16.87' |
| C6 | 50°30'39" | 48.00' | 42.32' | 22.64' |
| C7 | 34°43'22" | 25.00' | 15.15' | 7.82' |
| C8 | 14°37'14" | 70.00' | 17.86' | 8.98' |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | S 1°39'24" W | 25' |
| L2 | N 77°02'00" W | 38' |
| L3 | N 82°49'24" E | 76' |
| L4 | N 86°02'03" W | 107' |
| L5 | N 83°54'11" E | 125' |
| L6 | N 52°20'40" E | 50' |
| L7 | N 68°07'57" E | 62' |
| L8 | N 7°14'50" W | 18' |
| L9 | N 59°19'25" E | 156' |
| L10 | N 63°46'46" E | 54' |
| L11 | N 68°56'37" E | 63' |

TTM BOUNDARY

TTM NO. 39259
ATWELL PHASE 3B
PA 53

PROPOSED PRIMARY GATED NEIGHBORHOOD ENTRY/EXIT

"F" STREET

HIGHLAND HOME ROAD

STREET "A" 1.24 AC

STREET "B"

STREET "I" 0.85 AC

STREET "J" 1.17 AC

STREET "K"

STREET "H"

STREET "G" 1.12 AC

LOT 'A' 0.09 AC OPEN SPACE

LOT 'B' 0.01 AC OPEN SPACE

LOT 'C' 0.06 AC OPEN SPACE

LOT 'D' 0.10 AC OPEN SPACE

LOT 'E' 0.41 AC OPEN SPACE

LOT 'S' PARK 1.19 AC

0.11 AC

0.59 AC

0.88 AC

0.32 AC

0.91 AC

LOT 'R' POTABLE WATER RESERVOIR / BOOSTER STATION 1.59 AC

LOT 'M' 0.08 AC OPEN SPACE

LOT 'K' 0.05 AC OPEN SPACE

LOT 'L' 0.01 AC OPEN SPACE

VACANT
APN 531-080-015
(BRINTON)

EXISTING SCE OVERHEAD ELECTRIC

EXISTING SCE DIRT ACCESS ROAD

TTM BOUNDARY

PROPOSED RCFC&WCD CONCRETE TRAPEZOIDAL DRAINAGE CHANNEL

PROPOSED RCFC&WCD ACCESS EASEMENT

PROPOSED RCFC&WCD DRAINAGE EASEMENT

PROPOSED RCFC&WCD ACCESS ROAD & PRIVATE TRAIL

SIGHT DISTANCE LINE

SIGHT DISTANCE AREA

PROPOSED 100' FUEL MODIFICATION ZONE

PROPOSED MOUNTAIN NORTH ZONE POTABLE WATER BOOSTER STATION

PROPOSED EMERGENCY GENERATOR FOR PROPOSED BOOSTER STATION

EXISTING FOOTHILL WEST ZONE POTABLE WATER RESERVOIR

EXISTING PAVED ACCESS ROAD AROUND RESERVOIR

EXISTING RCFC&WCD CONCRETE TRAPEZOIDAL DRAINAGE CHANNEL

TTM BOUNDARY

PA 50A

PA 75

SEE SHEET NO. 5

SEE SHEET NO. 6

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

SCALE 1"=60'

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

PREPARED FOR:

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PLANNERS ENGINEERS SURVEYORS

# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 7 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



MDS Proj. Data: I:\8941\F\PLANNING\Plans\TTM 39262
Created: 05.22.2025 09:35:44 AM Author:-----
Last Edit: 05.22.2025 11:55:21 AM By: ssandoval
MDS File: 8941S-P4AA_1-TENT-05.dwg
Plot Scale: 1" = 1" Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 12:06:19 PM By: ssandoval

SEE SHEET NO. 9

| CURVE TABLE | | | | |
|---|---|---|---|---|
| CURVE # | DELTA | RADIUS | LENGTH | TANGENT |
| C1 | 20°08'36" | 290.00' | 101.95' | 51.51' |
| C2 | 11°08'33" | 328.00' | 63.79' | 31.99' |
| C3 | 10°03'46" | 572.00' | 100.46' | 50.36' |
| C4 | 12°24'29" | 572.00' | 123.87' | 62.18' |
| C5 | 19°09'03" | 100.00' | 33.42' | 16.87' |
| C6 | 50°30'39" | 48.00' | 42.32' | 22.64' |
| C7 | 34°43'22" | 25.00' | 15.15' | 7.82' |
| C8 | 14°37'14" | 70.00' | 17.86' | 8.98' |

| LINE TABLE | | |
|---|---|---|
| LINE # | BEARING | DISTANCE |
| L1 | S 1°39'24" W | 25' |
| L2 | N 77°02'00" W | 38' |
| L3 | N 82°49'24" E | 76' |
| L4 | N 86°02'03" W | 107' |
| L5 | N 83°54'11" E | 125' |
| L6 | N 52°20'40" E | 50' |
| L7 | N 68°07'57" E | 62' |
| L8 | N 7°14'50" W | 18' |
| L9 | N 59°19'25" E | 156' |
| L10 | N 63°46'46" E | 54' |
| L11 | N 68°56'37" E | 63' |

PROPOSED MASS GRADE OF FUTURE HIGHLAND HOME ROAD FOR INSTALLATION OF THE MOUNTAIN NORTH ZONE POTABLE WATER TRANSMISSION LINE

EXISTING SCE EASEMENT UNDISCLOSED WIDTH

EXISTING SCE OVERHEAD ELECTRIC

EXISTING SCE DIRT ACCESS ROAD

VACANT
APN 531-080-015
(BRINTON)

ATWELL PROJECT BOUNDARY

FUTURE DETENTION BASIN "C"

INTERIM DETENTION BASIN NO. 68-2

FUTURE HIGHLAND HOME ROAD RIGHT-OF-WAY AND PROPOSED PUBLIC UTILITY EASEMENT PER SEPARATE INSTRUMENT

PROPOSED INTERIM ACCESS ROAD

PROPOSED INTERIM 5' HIGH EARTHEN BERM

PROPOSED INTERIM RCFC&WCD ACCESS ROAD TURNAROUND

TTM NO. 39259
ATWELL PHASE 3B
PA 49B

HIGHLAND HOME ROAD

INTERIM DETENTION BASIN NO. 68-1

PROPOSED SECONDARY GATED NEIGHBORHOOD ENTRY/EXIT

PROPOSED PUBLIC STREET TURNAROUND

0.11 AC

36 (52) 2845.4

37 (47) 2845.1

38 (51) 2844.7

SEE SHEET NO. 7

GRAPHIC SCALE
60 0 30 60 120 240
( IN FEET )
1 inch = 60 ft.

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

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SCALE 1"=60'

# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 8 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



MDS Proj. Data: I:\89418\PLANNING\Plans\TTM 39262
Created: 05.22.2025 09:35:44 AM Author:-----
Last Edit: 05.22.2025 11:55:21 AM By: Ssandoval
MDS File: 89418-PA4A_1-TENT-05.dwg
Plot Scale: 1" = 1" Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 12:16:54 PM By: ssandoval

PROPOSED INTERIM 5' HIGH EARTHEN BERM

ATWELL PROJECT BOUNDARY

EARTHQUAKE FAULT BUILDING SETBACK

PROPOSED PUBLIC WATER EASEMENT PER SEPARATE INSTRUMENT (1.15 ACRES)

EXISTING DRAINAGE

PROPOSED INTERIM 5' HIGH EARTHEN BERM

EXISTING SCE DIRT ACCESS ROAD

PROPOSED FUTURE EMERGENCY GENERATOR FOR PROPOSED BOOSTER STATION

PROPOSED FUTURE ZONE 1A POTABLE WATER BOOSTER STATION

EXISTING SCE EASEMENT UNDISCLOSED WIDTH

EXISTING SCE OVERHEAD ELECTRIC

PROPOSED MOUNTAIN NORTH ZONE POTABLE WATER RESERVOIR

PROPOSED MASS GRADE OF FUTURE LOCAL RESIDENTIAL STREET FOR INSTALLATION OF THE MOUNTAIN NORTH ZONE POTABLE WATER TRANSMISSION LINE

EXISTING DRAINAGE

INTERIM DETENTION BASIN NO. 68-3

ATWELL PROJECT BOUNDARY

PA 75

EXISTING SCE DIRT ACCESS ROAD

VACANT
APN 531-080-015
(BRINTON)

FUTURE HIGHLAND HOME ROAD RIGHT-OF-WAY AND PROPOSED PUBLIC UTILITY EASEMENT PER SEPARATE INSTRUMENT

FUTURE
TTM NO. 37445
ATWELL PHASE 4B

FUTURE
ATWELL PHASE 4A-2

EXISTING SCE OVERHEAD ELECTRIC

PROPOSED INTERIM ACCESS ROAD

EXISTING DRAINAGE

PROPOSED INTERIM 5' HIGH EARTHEN BERM

SEE SHEET NO. 8

GRAPHIC SCALE

60 0 30 60 120 240

( IN FEET )
1 inch = 60 ft.

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

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PLANNERS ENGINEERS SURVEYORS

SCALE 1"=60'

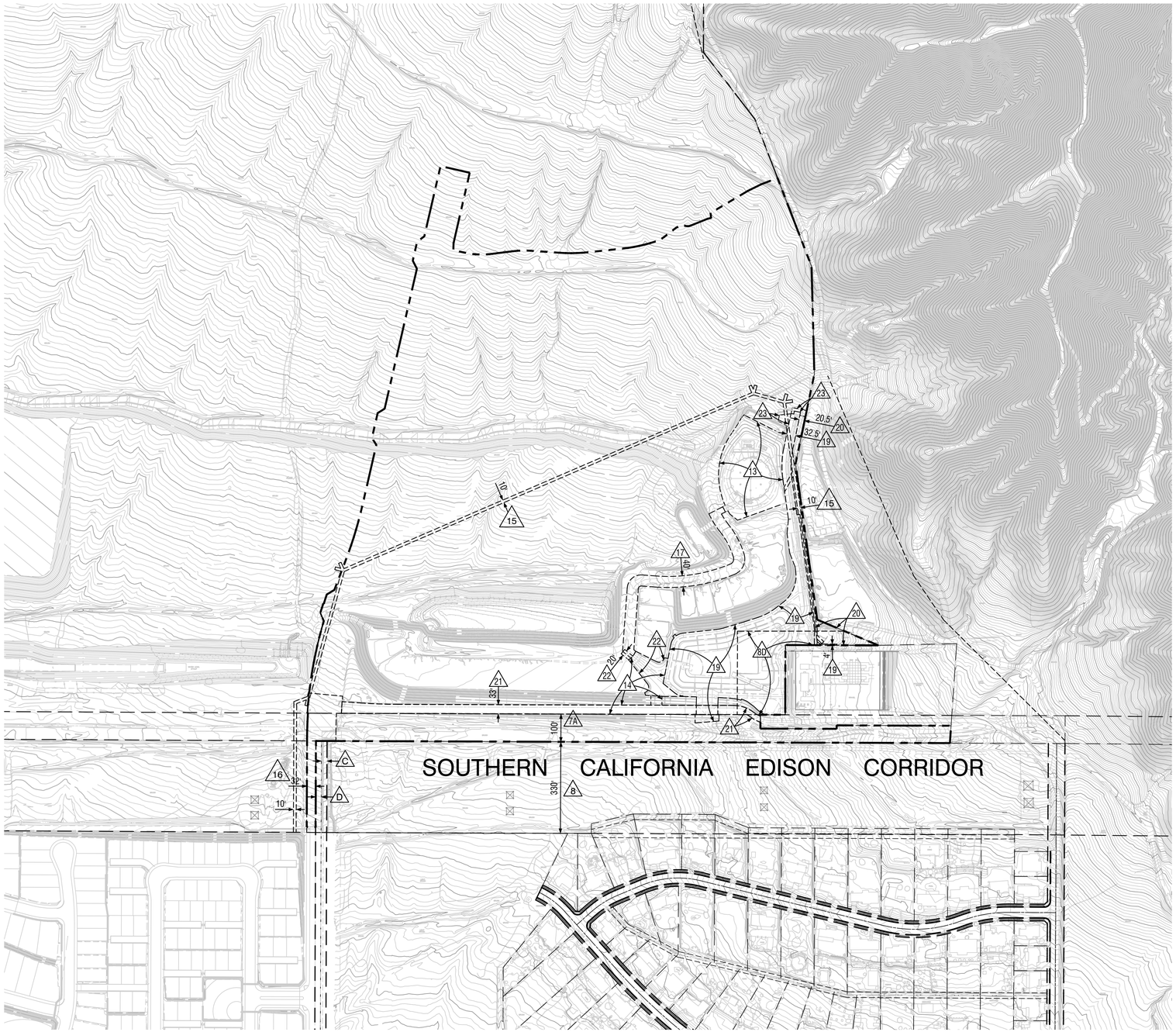
# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# TENTATIVE TRACT MAP
CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 9 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262



MDS Proj. Data: I:\89418\PLANNING\Plans\TTM 39262
Created: 05.22.2025 09:35:44 AM Author:----
Last Edit: 05.22.2025 11:55:21 AM By: lsandoval
MDS File: 89418-P4A4_1-TENT-05.dwg
Plot Scale: 1" = 1" Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 12:21:32 PM By: lsandoval

SEE SHT. NO. 11




## EXISTING EASEMENTS

5 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 1, 1919 AS BOOK 8, PAGE 40 OF PATENTS.
IN FAVOR OF: SOUTHERN SIERRAS POWER COMPANY
AFFECTS: AS DESCRIBED THERIN

6 A RIGHT OF WAY FOR DITCHES AND CANALS AS RESERVED BY THE UNITED STATES OF AMERICA IN THE PATENT RECORDED DECEMBER 1, 1919 IN BOOK 8, PAGE 40 OF PATENTS.
THE LOCATION OF EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION.

7A AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED MAY 9, 1946 AS BOOK 754, PAGE 84 OF OFFICIAL RECORDS.
IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY
AFFECTS: LOTS 47 AND D

8 AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES, RECORDED JANUARY 20, 1961 AS INSTRUMENT NO. 5433 OF OFFICIAL RECORDS.
IN FAVOR OF: CALIFORNIA ELECTRIC POWER COMPANY, A CORPORATION
AFFECTS: LOTS 47 AND D

8A TERMS, PROVISIONS, COVENANTS, RESTRICTIONS AND CONDITIONS CONTAINED IN A DOCUMENT EXECUTED PURSUANT TO THE CALIFORNIA LAND CONSERVATION ACT OF 1965 (WILLIAMSON ACT) AND RECORDED FEBRUARY 24, 1972 AS INSTRUMENT NO. 72-0023783 OF OFFICIAL RECORDS.

8B THE FACT THAT THE LAND LIES WITHIN THE BOUNDARIES OF THE BEAUMONT REDEVELOPMENT PROJECT AREA, AS DISCLOSED BY THE DOCUMENT RECORDED DECEMBER 16, 1982 AS INSTRUMENT NO. 82-0217749 OF OFFICIAL RECORDS.

8C COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS IN THE DOCUMENT RECORDED NOVEMBER 12, 2002 AS INSTRUMENT NO. 2002-0655022 OF OFFICIAL RECORDS, WHICH PROVIDE THAT A VIOLATION THEREOF SHALL NOT DEFEAT OR RENDER INVALID THE LIEN OF ANY FIRST MORTGAGE OR DEED OF TRUST MADE IN GOOD FAITH AND FOR VALUE, BUT DELETING ANY COVENANT, CONDITION, OR RESTRICTION INDICATING A PREFERENCE, LIMITATION OR DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, GENETIC INFORMATION, GENDER, GENDER IDENTITY, GENDER EXPRESSION, SOURCE OF INCOME (AS DEFINED IN CALIFORNIA GOVERNMENT CODE § 12955(P)) OR ANCESTRY, TO THE EXTENT SUCH COVENANTS, CONDITIONS OR RESTRICTIONS VIOLATION 42 U.S.C. § 3604(C) OR CALIFORNIA GOVERNMENT CODE § LAWFUL RESTRICTIONS UNDER STATE AND FEDERAL LAW ON THE AGE OF OCCUPANTS IN SENIOR HOUSING OR HOUSING FOR OLDER PERSONS SHALL NOT BE CONSTRUED AS RESTRICTIONS BASED ON FAMILIAL STATUS.

8D AN EASEMENT FOR STORMWATER-FLOOD CONTROL FACILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 3, 2007 AS INSTRUMENT NO. 2007-0723899 OF OFFICIAL RECORDS.
IN FAVOR OF: CITY OF BANNING, A CALIFORNIA MUNICIPAL CORPORATION
AFFECTS: LOT 47. TO BE QUITCLAIMED.

9 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "DEVELOPMENT AGREEMENT" RECORDED JULY 17, 2012 AS INSTRUMENT NO. 2012-0332888 OF OFFICIAL RECORDS.

10A THE FOLLOWING MATTERS SHOWN OR DISCLOSED BY THE FILED OR RECORDED TRACT NO. 35967 REFERRED TO IN THE LEGAL DESCRIPTION: WE HEREBY RESERVE LOTS A THROUGH U, INCLUSIVE, AS SHOWN ON HEREON FOR ACCESS PURPOSES UNTO OURSELVES, OUR SUCCESSORS AND LOT OWNERS WITHIN TRACT NO. 35967.
NOTE:
NO DEVELOPMENT OR IMPROVEMENT OF ANY PORTION OF TRACT NO. 35967 SHALL BE PERMITTED UNTIL A SUBDIVISION MAP IS RECORDED IN ACCORDANCE WITH GOVERNMENT CODE SECTION 66411 ET AL FOR THE SUBDIVISION DESCRIBED IN THIS MAP.

13 AN EASEMENT FOR WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JUNE 29, 2022 AS INSTRUMENT NO. 2022-0291500 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS AND ASSIGNS
AFFECTS: LOTS 20, 24 AND 47.

14 AN EASEMENT FOR PUBLIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 6, 2022 AS INSTRUMENT NO. 2022-0420336 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS AND ASSIGNS
AFFECTS: LOTS 24 AND 47.

15 AN EASEMENT FOR PUBLIC ELECTRIC UTILITY AND INCIDENTAL PURPOSES, RECORDED OCTOBER 13, 2022 AS INSTRUMENT NO. 2022-0428552 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A CALIFORNIA MUNICIPAL CORPORATION, AND ITS SUCCESSORS OR ASSIGNS
AFFECTS: LOTS 20, 24 AND 47. TO BE QUITCLAIMED.

16 AN EASEMENT FOR PUBLIC STREET AND UTILITIES AND INCIDENTAL PURPOSES, RECORDED DECEMBER 20, 2022 AS INSTRUMENT NO. 2022-0508418 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS
AFFECTS: LETTERED LOT D

17 AN EASEMENT FOR PUBLIC WATER UTILITY AND INCIDENTAL PURPOSES, RECORDED JANUARY 5, 2023 AS INSTRUMENT NO. 2023-0003708 OF OFFICIAL RECORDS.
IN FAVOR OF: THE CITY OF BANNING, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA, AND ITS SUCCESSORS OR ASSIGNS
AFFECTS: LOT 24. TO BE QUITCLAIMED.

18 THE TERMS AND PROVISIONS CONTAINED IN THE DOCUMENT ENTITLED "COOPERATIVE AGREEMENT" RECORDED APRIL 11, 2023 AS INSTRUMENT NO. 2023-0102190 OF OFFICIAL RECORDS.

19 AN OFFER OF DEDICATION A NON-EXCLUSIVE EASEMENT FOR USE, REPAIR, RECONSTRUCTION, REMOVAL, INSPECTION, OPERATION AND MAINTENANCE OF FLOOD CONTROL FACILITIES INCLUDING BUT NOT LIMITED TO A BASIN, SPILLWAY, STORM DRAIN LINES E1, E2 AND C AND THEIR RESPECTIVE INLETS AND OUTLETS, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 1, 2023 AS INSTRUMENT NO. 2023-0123377 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
AFFECTS: LOTS 24 AND 47

20 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE ACCESS EASEMENT TO FLOOD CONTROL FACILITIES, INCLUDING, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125032 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
AFFECTS: LOT 47

21 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE ACCESS EASEMENT TO FLOOD CONTROL FACILITIES, INCLUDING, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125037 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
AFFECTS: LOT 47

22 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE EASEMENT USE, REPAIR, RECONSTRUCT, REMOVE, INSPECT, OPERATE AND MAINTAIN STORM DRAIN FACILITIES AND ALL APPURTENANT WORKS, FOR FLOOD CONTROL AND DRAINAGE PURPOSES, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 2, 2023 AS INSTRUMENT NO. 2023-0125049 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
AFFECTS: LOTS 24 AND 47

23 AN OFFER OF DEDICATION FOR A NON-EXCLUSIVE EASEMENT FOR THE USE, REPAIR, RECONSTRUCTION, REMOVAL, INSPECTION, OPERATION AND MAINTENANCE OF FLOOD CONTROL FACILITIES AND ALL APPURTENANT WORKS, INCLUDING INGRESS AND EGRESS THERETO AND INCIDENTAL PURPOSES, RECORDED MAY 3, 2023 AS INSTRUMENT NO. 2023-0126324 OF OFFICIAL RECORDS.
TO: THE PUBLIC, ON BEHALF OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT.
AFFECTS: LOTS 20 AND 47. TO BE QUITCLAIMED.

C DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED SEPTEMBER 11, 1905 IN BOOK 212, PAGE 190 OF OFFICIAL RECORDS.

D DEED TO THE COUNTY OF RIVERSIDE FOR PUBLIC HIGHWAY RECORDED DECEMBER 6, 1905 IN BOOK 211, PAGE 251 OF OFFICIAL RECORDS.

N

200 0 100 200 400 800
( IN FEET )
1 inch = 200 ft.

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

**PREPARED FOR:**

tri pointe HOMES
1250 Corona Pointe Court
Suite 600
Corona, CA 92879
(951) 428-4400

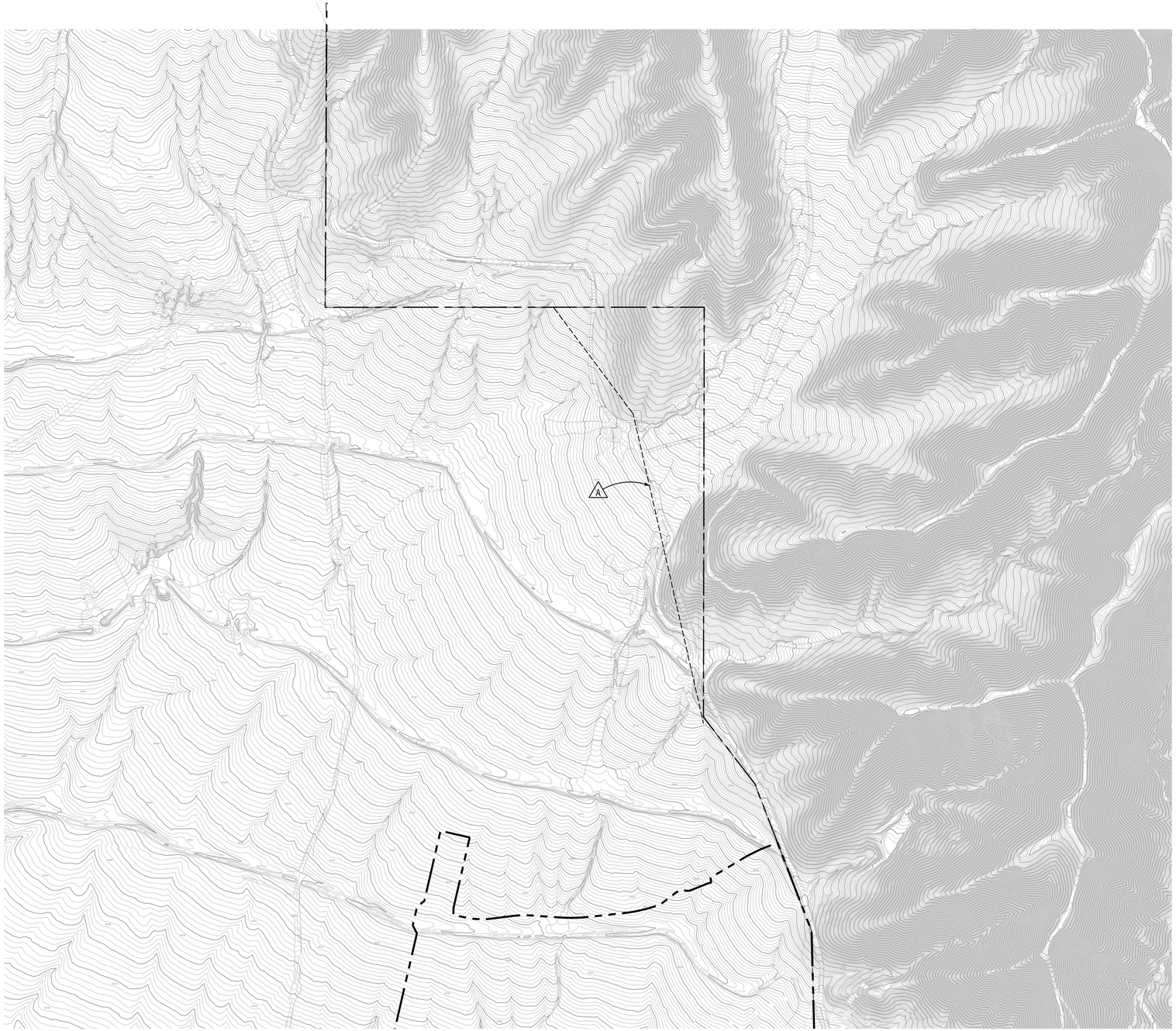
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# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# EASEMENT DISPOSITION MAP
### CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
### SHEET 10 OF 11

PHASE 4A-1 - TENTATIVE TRACT MAP NO. 39262

MDS Proj. Data: I:\89418\PLANNING\Plans\TTM 39262
Created: 05.20.2025 07:00:19 PM Author:~~~
Last Edit: 05.20.2025 07:07:49 PM By: Station17B
MDS File: 89418-PA4A_1-TENT-10.dwg
Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 12:07:39 PM By: ssandoval




SEE SHT. NO. 10

## EXISTING EASEMENTS

(A) AN EASEMENT HAVING AN UNDISCLOSED WIDTH FOR OVERHEAD ELECTRIC PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, RECORDED APRIL 14, 1914 AS BOOK 392, PAGE 373, OF OFFICIAL RECORDS.

N

200 0 100 200 400 800

( IN FEET )
1 inch = 200 ft.

| DATE: | NO. | REVISIONS |
|---|---|---|
| | | |

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# ATWELL
## PHASE 4A-1 / TENTATIVE TRACT NO. 39262
### P.A.'s 50A, 51, 74 & 75
# EASEMENT DISPOSITION MAP
### CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
SHEET 11 OF 11

MDS Proj. Data: I:\89418\PLANNING\Plans\TTM 39262
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Plot Scale: 1" = 1' Dwg Scale: 1" = 60'
Plot Date: 05.22.2025 12:17:55 PM By: ssandoval

**Butterfield Specific Plan Project**
**Mitigation Monitoring and Reporting Program**

Project File No.:_____ Applicant: _____
EIR Prepared by: _____ Date:_____

| Mitigation Measure No./ Implementation Action | Responsible for Monitoring | Timing of Verification | Method of Verification | Verified Date/ Initials |
|---|---|---|---|---|
| Aesthetics, Light and Glare | | | | |
| **AES-1:** Development or revegetation shall be initiated within three months following initiation of mass grading or clearing activities, so as to limit the time graded surfaces remain in their exposed state, consistent with the Specific Plan's approved landscape design guidelines and landscape plans and the provisions of Title 18.15.020 of the City's *Municipal Code*. A Revegetation Plan, addressing interim revegetation during construction and for future development areas prior to buildout, shall be submitted for City review and approval as part of each grading permit application. | CDD | D,F | A2,C2 | |
| **AES -2:** The faces of all slopes shall be prepared, protected and maintained to control erosion and to reduce the visual impacts of slope grading. Slopes in excess of ten feet in height shall be graded pursuant to City Code requirements. Devices or procedures for erosion protections shall be installed as prescribed by State law and regulations and Title 18 of the City's *Municipal Code* and shall be maintained in operable condition by the developer during the duration of the activity for which the grading permit was issued. The use of plastic sheeting for erosion control shall be avoided except where required in emergency conditions to prevent land slippage. Preferred means of erosion and sediment control on slopes and pads shall include hydromulching, placement of straw bales and wind fencing, and the use of straw blankets and similar devises. | CDD | D,G | A2,C2 | |
| **AES -3:** The Project developer shall maintain the site free of debris, which shall be promptly removed from the site when found at least once a quarter and at least daily during construction, and the Project developer shall monitor the site at least once a quarter and at least daily during construction to protect the site from illegal dumping. | DPW | C | A2 | |

| Responsible Person | Monitoring Frequency | Method of Verification |
|---|---|---|
| CDD – Community Development Director or designee | A - With each new development | A2 - Onsite inspection |
| CP - City Planner or designee | B - Prior to construction | B2 - Other agency permit/ approval |
| CE - City Engineer or designee | C - Throughout construction | C2 - Plan check |
| BO - Building Official or designee | D - On completion | D2 - Separate submittal (e.g., reports/studies/ plans) |
| PC - Police Captain or designee | E - Operating | |
| FC - Fire Chief or designee | F - Prior to issuance of grading/building permits | |
| DPW - Director of Public Works or designee | G - Prior to approval of project plans and/or specifications | |

| Mitigation Measure No./ Implementation Action | Responsible for Monitoring | Timing of Verification | Method of Verification | Verified Date/ Initials |
|---|---|---|---|---|
| **AES -4:** The Project developer and its successor(s) in interest inclusive of the HOA or Landscape Lighting and Maintenance District, if any, shall maintain perimeter walls, fencing, irrigation, and landscape in a satisfactory condition at all times. Parkways and other landscape features visible from the public right of way shall be maintained free of weeds and trash and graffiti shall be promptly removed. | CDD,DPW | C,E | A2 | |
| **AES-5:** Rough Grading Plans, including a sheet detailing the location of the construction staging, shall be approved by the City Engineer, prior to grading permit issuance. The sheet pertaining to the construction staging shall include the following provisions:<br>• The construction equipment and supply staging areas shall be at least 500 feet from the nearest residence off site. Staging areas shall be screened.<br>• During construction and grading, the construction contractor shall keep the site clear of all trash, weeds, and debris. Compliance with this measure is subject to periodic City inspections.<br>• The grading contractor shall minimize creation of large stockpiles of soil (in terms of height) to minimize visual impacts pursuant to the provisions of the grading and/or stockpile permit issued by the City Engineer pursuant to the provisions of MC Section 18.09, *Grading Permit Requirements*, and the requirements of the City Engineer.<br>• All temporary security lighting shall be designed and located so as to avoid intrusive effects on adjacent properties. Proper lighting techniques to direct light onsite and away from other properties shall be required to reduce light and glare impacts (including directional lighting away from reflective surfaces, use of non-reflective glass, low-intensity lighting, use of lighting baffles, and use of appropriate types of lighting fixtures). | CE | C,F | A2,C2 | |
| **AES-6:** As part of the final design, improvement plan and grading plan review and approval process, the applicant shall design plans to preserve the existing oak tree along Highland Springs Avenue. If during this process it is determined that preservation is not feasible, the Applicant will utilize the following options to mitigate this impact.<br>• A certified arborist shall evaluate the viability of transplanting the oak tree. If transplanting is deemed feasible by the arborist, the Project Applicant shall relocate the oak tree to a suitable location as approved by the City and verified by the arborist within the Project boundaries, or | CP | C,D,F | A2,C2 | |

| Responsible Person | Monitoring Frequency | Method of Verification |
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| • If replacement is selected, the Project Applicant as "Replacement Option #1" shall replace the oak with a single oak tree contained in a minimum of a 60-inch box if readily available and suitable for transplanting at a suitable location approved by the City and verified by the arborist, or<br>• If replacement is selected, and Option 1 is not feasible, the Project Applicant shall replace the oak tree with 24-inch box oaks trees at a ratio of 3:1 at suitable locations approved by the City and verified by the arborist within the Project boundaries. | | | | |
| **AES-7:** Prior to issuance of building permits, architectural plans, including detailed lighting specifications, shall be submitted for the review and approval by the City of Banning Community Development Director. The specifications shall be consistent with lighting standards included in the Specific Plan and shall meet or exceed the lighting standards contained in the City's Municipal Code. The lighting plans must demonstrate the following to the satisfaction of the City of Banning Community Development Director:<br>• Use of low-sodium lamps of 4,050 lumens (maximum), to provide for adequate public safety and security;<br>• A lighting standard that is shielded to direct illumination downward and to limit casting light and glare on adjacent properties;<br>• Exterior lighting, including street lights, landscape lighting, parking lot lighting, and lighting of the interior of parks and trails shall be sufficient to establish a sense of well-being for the pedestrian and sufficient to facilitate recognition of persons at a reasonable distance. Type (lighting standard) and placement of lighting shall be to the satisfaction of the Community Development Director or designee and shall be consistent with the requirements of the City's most current lighting ordinance and the standards of the Specific Plan ;<br>• A minimum of one foot-candle at ground level overlap provided in all exterior doorways and vehicle parking areas, and on outdoor pedestrian walkways presented on a photometric plan; and<br>• Outdoor light fixtures that are not covered by the Specific Plan's lighting standards shall be subject to the City of Banning *Municipal Code*. | CDD | C,F,G | A2,C2,D2 (lighting plans) | |
| Air Quality | | | | |

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| **AQ-1:** Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans, and specifications stipulate that, in compliance with SCAQMD Rule 403, excessive fugitive dust emissions shall be controlled by regular watering or other dust prevention measures, as specified in the SCAQMD's Rules and Regulations. In addition, in accordance with SCAQMD Rule 402, the Applicant shall implement dust suppression techniques to prevent fugitive dust from creating a nuisance off-site. Implementation of the following measures are required:<br>• All active portions of the construction site shall be watered at least twice daily to prevent excessive amounts of dust;<br>• On-site vehicle speed shall be limited to 15 miles per hour;<br>• All on-site permanent roads shall be paved, watered as needed, or chemically stabilized;<br>• Visible dust beyond the property line which emanates from the project shall be prevented to the maximum extent feasible through the use of dust suppressant techniques identified above;<br>• All material transported off-site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust prior to departing the job site;<br>• Track-out devices shall be used at all construction site access points;<br>• All delivery truck tires shall be watered down and/or scraped down prior to departing the job site; and<br>• Replace groundcover on disturbed areas within the required timeframes identified in Rule 403. | DPW,BO | C,F | A2,C2 | |
| **AQ-2:** All trucks that are to haul excavated or graded material on-site shall comply with State Vehicle Code Section 23114 (Spilling Loads on Highways), with special attention to Sections 23114(b)(F), (e)(4) as amended, regarding the prevention of such material spilling onto public streets and roads. Prior to the issuance of grading permits, the Applicant shall coordinate with the appropriate City of Banning Engineer on hauling activities compliance. | DPW,BO | C,F | A2,C2 | |
| **AQ-3:** Prior to the issuance of building permits, the City building official shall confirm that construction plans and specifications include the following measures, which shall be implemented to reduce ROG emissions resulting from application of architectural coatings: | DPW,BO | C,F | A2,C2 | |

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| • Contractors shall use high-pressure-low-volume (HPLV) paint applicators with a minimum transfer efficiency of at least 50 percent;<br>• Coatings and solvents with a ROG content lower than required under Rule 1113 shall be used;<br>• Construction and building materials that do not require painting shall be used where readily available; and<br>• Pre-painted construction materials shall be used where readily available. | | | | |
| **AQ-4:** Prior to issuance of any Grading Permit, the Director of Public Works and the Building Official shall confirm that the Grading Plan, Building Plans and specifications stipulate that, in compliance with SCAQMD Rule 403, ozone precursor emissions from construction equipment vehicles shall be controlled by maintaining equipment engines in good condition and in proper tune per manufacturer's specifications, to the satisfaction of the City Engineer. A set of maintenance records shall be provided to the City before grading commences. The City Inspector shall be responsible for ensuring that contractors comply with this measure during construction. | DPW,BO | C,F | A2,C2 | |
| **AQ-5:** Prior to issuance of any Grading Permit, the grading plan shall indicate dust management measures for review and approval by the City Engineer, to identify viable dust control measures and include a monitoring plan to be implemented throughout the construction phases of the Specific Plan. In accordance with the Specific Plan and City's Municipal Code, the dust management measures shall minimize wind-blown particles by including:<br>• All applicable mitigation measures identified in this EIR (related to dust control) and otherwise required by the City or SCAQMD;<br>• An erosion and sediment control plan to minimize wind or waterborne transport of soil onto adjacent properties, streets, storm drains, or drainages; and<br>• A Revegetation Plan to address interim conditions between initial grading and final site development. The Revegetation Plan, although focused on the control of wind and water erosion, shall consider compatibility with fuel modification zone requirements, drought tolerant landscape requirements, and potential ongoing livestock grazing. Special techniques such as wind fences shall also be considered, to minimize surface soil and dust during high wind events. | CE | C,F | A2,C2 | |

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| **AQ-6:** GPS-controlled "machine-guided grading", or other equivalent grading techniques, shall be incorporated into Project grading plans, subject to review and approval by the City Engineer. The City Engineer shall approve the areas of the site where this technology shall be used. | CE | C,F | A2,C2 | |
| **AQ-7:** The following measures shall be implemented during construction to substantially reduce NOX related emissions. They shall be included in the Grading Plan, Building Plans, and specifications.<br>• Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than five minutes, and shall ensure that all off-road equipment is compliant with the CARB in-use off-road diesel vehicle regulation and SCAQMD Rule 2449.<br>• The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-Certified Tier III emissions standards, or higher according to the following:<br>o January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.<br>o Post-January 1, 2015: All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by CARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by CARB regulations.<br>o A copy of each unit's certified tier specification, BACT documentation, and CARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.<br>o Encourage construction contractors to apply for AQMD "SOON" funds. | DPW,BO | C,F | A2,C2 | |

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| Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm"<br>• The contractor and applicant, if the applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions.<br>• Low sulfur fuel for stationary construction equipment shall be required. This is required by SCAQMD Rules 431.1 and 431.2.<br>• Existing power sources (i.e., power poles) shall be used when available.<br>• Construction parking shall be located on-site where possible and shall be configured to minimize traffic interference.<br>• Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum.<br>• Construction operations affecting traffic shall be scheduled for off-peak hours, except in situations deemed necessary.<br>• Develop a traffic plan to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities will occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program which would inform area residents, employers and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, internet website, etc.) to disseminate information such as: | | | | |

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| ○ Overview of project information<br>○ Weekly updates on location of construction zones;<br>○ Identification of street(s) affected by construction;<br>○ Times when construction activities will occur and when traffic delays, and blockage of intersection turning movements can be expected; and<br>○ Identification of alternate routes which could be used to avoid construction. | | | | |
| **AQ-8:** The potential future construction and implementation of an onsite WWTP shall require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting. | CDD | B,F,G | D2 | |
| Biological Resources | | | | |
| **BIO-1:** Prior to the commencement of grading during the nesting season (approximately mid-February through mid-August), all suitable habitat shall be surveyed for the presence of nesting birds by a qualified biologist prior to site disturbance. Should any active nests be located, construction must comply with Migratory Bird Treaty Act requirements, including a 300-foot construction buffer around active nests or avoiding construction during the nesting season if a 300-foot buffer is infeasible. | DPW (verify pre-construction survey),<br>BO (verify monitoring & implementation) | B,C,F | A2,C2,D2 | |
| **BIO-2:** A preconstruction clearance survey for burrowing owl will be performed within 30 days prior to ground disturbance in potentially suitable habitat within the site, pursuant to CDFG protocols. The preconstruction survey will include a 300-foot buffer if between February 1 and August 31 (nesting season) and a 100-foot buffer if outside of this period. If owls are found within the survey area during the nesting season, construction activities will not occur within 300 feet of the occupied burrows until nesting is completed. A qualified biologist must confirm that the nesting effort has been completed prior to the removal of the work buffer restriction. If owls are found within the disturbance footprint outside of the February 1 through August 31 period, passive relocation (e.g. use of one way doors and collapse of burrows) will occur. These surveys and mitigation for burrowing owl are consistent with Section 6.3.2, *Additional Survey Needs and Procedures* of the MSHCP. | DPW (verify pre-construction survey),<br>BO (verify monitoring & implementation) | B,C,F | A2,C2,D2 | |
| **BIO-3:** The applicant shall provide mitigation for the temporary disturbance to 9.22 acres of CDFG jurisdictional waters at a minimum 1:1 ratio, which includes approximately 0.02 acres of vegetated riparian habitat, and the temporary disturbance to 8.65 acres of Regional Board and | DPW (verify pre-construction | B,C,F | A2,C2,D2 | |

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| USACE jurisdiction. The applicant shall provide mitigation for the permanent impact disturbance to 2.47 acres of CDFG jurisdiction, of which 0.41 acre consists of vegetated riparian habitat and the permanent disturbance to 1.17 acres of USACE jurisdiction, of which 0.01 acre consists of jurisdictional wetlands.<br>The mitigation requirements will be determined through applicable regulatory permitting programs of CDFG, RWQCB, and USACE, and shall consist of minimum 1:1 mitigation through onsite restoration of 9.22 acres within the Smith Creek drainage and other onsite areas, which will be performed concurrently with development of the golf course (PAs 35 and 39) or alternative uses within these PAs and 1:1 mitigation through onsite restoration of 2.47 acres of permanent habitat within, or adjacent to, Smith Creek. | survey),<br>BO (verify monitoring & implementation) | | | |
| **BIO-4:** Prior to the issuance of the grading permits the developer shall complete and submit all required protocol and habitat assessment studies required to demonstrate compliance with the MSHCP. Specifically, a DBESP (Determination of Biologically Equivalent or Superior Preservation), following approval of all required permits for the CDFG and USACE, shall be prepared, which shall be reviewed by the CDFG and USFWS and approved by City staff, in compliance with Section 6.1.2 of the MSHCP. The applicant shall implement the approved DBESP as a condition of the issuance of a grading permit and comply with all biological mitigation measures contained within the DBESP. | CDD | B,C,D,E,F | B2,D2 | |
| **BIO-5:** The following mitigations shall be incorporated into the construction plans and specifications to minimize any potentially adverse construction impacts:<br>• Construction areas will be watered regularly to control dust and minimize impacts to adjacent vegetation and wildlife habitat.<br>• Short-term stream diversions will be accomplished by use of gravel bags or other methods that will result in minimal in-stream impacts. Short-term diversions will be evaluated through the riparian/riverine component of the MSHCP Consistency analysis (Section 6.1.2) (refer to Mitigation Measure BIO-4) which will require a DBESP analysis to be prepared. In addition the 401, 404, and 1602 permitting processes will evaluate short-term impacts relative to stream diversions. All biological mitigation measures contained within the 401, 404 and 1602 approval conditions and DBESP shall be implemented pursuant to BIO-3 and BIO-4, respectively, which typically require 1:1 onsite restoration. Any mitigation beyond the 1:1 restoration of the original stream will be mitigated onsite through negotiations with CDFG, RWQCB, and | DPW,BO | C,F | A2,D2 | |

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| USACE.<br>• Equipment storage, fueling and staging areas will be sited on non-sensitive upland habitat types with minimal risk of direct discharge into riparian areas or other sensitive habitat types.<br>• The limits of jurisdictional disturbance, including the upstream, downstream along Smith Creek and lateral extents that are tributaries to Smith Creek, will be clearly defined and marked in the field. Monitoring personnel will review the limits of disturbance prior to initiation of construction activities.<br>• During construction, the placement of equipment within the stream or on adjacent banks or adjacent upland habitats occupied by Covered Species that are outside of the Project footprint will be avoided.<br>• Exotic, weedy plant species removed during construction will be properly handled to prevent sprouting or re-growth.<br>• Waste, dirt, rubble, or trash shall not be deposited in a conservation area or on native habitat. | | | | |
| Climate Change | | | | |
| **GHG-1:** Prior to the issuance of building permits, the following measures shall be reflected on applicable tract maps, building permits, improvement plans, landscape plans and/or grading plans:<br>**a)** ***Green Building Practices***<br>1) **Water Conservation** – All appliances such as showerheads, lavatory faucets and sink faucets shall comply with efficiency standards set forth in Title 20, California Administrative Code Section 1604(f). Title 24 of the California Administrative Code Section 1606(b) prohibits the installation of fixtures unless the manufacturer has certified to the California Energy Conservation compliance with the flow rate standards.<br>2) **Water Conservation** – Low-flush toilets shall be installed as specified in California State Health and Safety Code Section 17921.3 and the County Green Building Ordinance [as applicable in Riverside County].<br>3) **Water Conservation** – All common area irrigation areas shall be operated by a | DPW,BO | A,F,G | A2,C2 | |

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| computerized irrigation system which includes an on-site weather station/ET gage capable of reading current weather data and making automatic adjustments to independent run times for each irrigation valve based on changes in temperature, solar radiation, relative humidity, rain and wind. In addition, the computerized irrigation system shall be equipped with flow sensing capabilities, thus automatically shutting down the irrigation system in the event of a mainline break or broken head. All common area irrigation controllers shall also include a rain-sensing automatic shutoff.<br>4) **Water Conservation** – Common-area landscaping shall emphasize drought-tolerant vegetation. Plants of similar water use shall be grouped to reduce over-irrigation of low-water-using plants. Those irrigated areas not designed with drought-tolerant vegetation shall be gauged to use the minimum amount of water needed to maintain healthy vegetation.<br>5) **Water Conservation** – Residential occupants shall be informed as to the benefits of low-water-using landscaping and sources of additional information related to water conservation documents.<br>6) **Water Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to provide and use a pool cover to reduce water evaporation and retain heat.<br>7) **Water Conservation** – Water conservation standards shall be noted in the Tier 1 measures of the 2010 California Green Building Standards.<br>8) **Energy, Water, and Recycling –**<br>**The builder shall be conditioned to provide the following**:<br>• Energy efficient appliances;<br>• Energy efficient indoor lighting<br>• Water efficient smart controllers for landscaping<br>• Water efficient plumbing in all buildings<br>• Integrate recycling into residential home design. Create areas in the home to promote recycling (additional trash cans in cabinets, etc.)<br>• Energy Efficiency standards shall be as noted in the Tier 1 measures of the 2010 California Green Building Standards.<br>9) **Carbon Sequestration** – The builder shall plant an average of approximately | | | | |

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| 40 trees per landscaped acre (where landscaping is provided) as a means to capture (sequester) carbon dioxide emissions and to provide shade to the buildings, which can decrease the need for air conditioning.<br>10) **Green Education Program** - In order to increase awareness of green building practices and to promote water and energy conservation, the builder(s) shall develop and implement a green educational program. The program shall include but not necessarily be limited to a pamphlet that educates and promotes conservation practices that homeowners can implement, with specific guidance on landscaping with drought tolerant plants, use of efficient irrigation systems, compact florescent lighting, and other measures that help lower GHG emissions.<br>11) **Energy Efficient Outdoor Lighting** – Lighting for public streets, parking areas, and recreation areas shall utilize energy efficient light and mechanical, computerized or photo cell switching devices to reduce unnecessary energy usage.<br>12) **Energy Conservation** – Community Center or Recreational Facilities with a pool amenity shall be conditioned to install energy-efficient pumps and motors, such as variable speed motors.<br>**b)** ***Solid Waste Measures***<br>1) Reuse and recycle construction and demolition waste (including, but not limited to, soil, vegetation, concrete, lumber, metal, and cardboard).<br>2) Shall comply with state model ordinance AB 1327, Chapter 18 California Solid Water Reuse and Recycling Access Act of 1991, which requires interior and exterior storage areas for recyclables and green waste and adequate recycling containers located in public areas.<br>**c) Transportation and Motor Vehicles**<br>1) Limit idling time for commercial vehicles, including delivery and construction vehicles, pursuant to applicable SCAQMD and City requirements.<br>2) Promote ride sharing programs e.g., by designating a certain percentage of parking spaces for ride sharing vehicles, designating adequate passenger loading and unloading and waiting areas for ride sharing vehicles, and providing a web site or message board for coordinating rides. The actual | | | | |

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| percentage of potential ride sharing vehicle spaces will be determined in coordination with the City Planning Director or designee based on square footage and use type (e.g., shopping center, office, fitness center, etc.) prior to approval of a site plan within the commercial land use Planning Areas.<br>3) Provide adequate bicycle parking near non-residential building entrances to promote cyclist safety, security, and convenience. Provide facilities that encourage bicycle commuting (e.g., locked bicycle storage or covered or indoor bicycle parking).<br>4) All golf carts and Neighborhood Electric Vehicles (NEVs) shall be electrical powered only. | | | | |
| **GHG-2:** The Butterfield Specific Plan shall be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans), to further promote renewable energy resources, including:<br>a) Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions;<br>b) Allowing electric vehicle charging stations at all commercial, park, golf course, multi-family residential, and school areas, subject to a Conditional Use Permit; and<br>c) Allowing hydrogen vehicle fueling stations within the Commercial zone, subject to a Conditional Use Permit. | DPW,BO | A,F,G | A2,C2 | |
| **GHG-3** As part of future tract map, grading plan, site plan and/or improvement plan submittals, the Applicant shall identify bus stop provisions along arterial streets, through consultation with the City Engineer and Banning Pass Transit, including stops on Highland Springs Road, Wilson Street, Highland Home Road, and F Street as determined appropriate. | CE | A,D,F,G | A,D,F,G | C2,D2 (site plans) |
| Cultural Resources | | | | |
| **CUL-1:** The Project Applicant shall prepare a paleontological resource impact mitigation program (PRIMP) for the grading and excavation phase of the Project, including both on- and off-site activities. The PRIMP shall be submitted for review and approval prior to issuance of any grading permit, and shall conform to the guidelines of the County of Riverside and the Society of Vertebrate Paleontology; including the following:<br>• A trained paleontological monitor shall be present during initial mass grading or deep trenching activities within the Project in sediment areas determined likely to contain | CDD | C,F | A2,C2,D2 | |

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|---|---|---|
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| paleontological resources. If paleontological resources are located within excavation, the monitoring program will change to full-time. The monitor shall be empowered to temporarily halt or redirect construction activities to ensure avoidance of adverse impacts to paleontological resources. The monitor shall be equipped to rapidly remove any large fossil specimens encountered during excavation. During monitoring, samples shall be collected and processed to recover microvertebrate fossils. Processing shall include wet screen washing and microscopic examination of the residual materials to identify small vertebrate remains.<br>• Upon encountering a large deposit of bone, salvage of all bone in the area shall be conducted with additional field staff and in accordance with modern paleontological techniques.<br>• All fossils collected during the Project shall be prepared to a reasonable point of identification. Excess sediment or matrix shall be removed from the specimens to reduce the bulk and cost of storage. Itemized catalogs of all material collected and identified shall be provided to the museum repository along with the specimens.<br>• A report documenting the results of the monitoring and salvage activities and the significance of the fossils will be prepared.<br>• All fossils collected during this work, along with the itemized inventory of these specimens, shall be deposited in a museum repository for permanent curation and storage. | | | | |
| **CUL-2:** Prior to the issuance of a grading permit, an archaeological resource monitoring plan shall be developed by a qualified archaeologist. This plan shall include a grading observation schedule, to be maintained when initial mass grading occurs in upper soils, to identify and further evaluate any cultural resources that may be discovered in the Project area. A qualified archaeologist shall be retained to attend pre-grading meetings and to monitor earth moving activities, including clearing, grubbing, cutting, and trenching at the site. The archaeologist shall carefully inspect these areas to assess the potential for significant prehistoric or historic remains. If potential archaeological and historical resources are uncovered, the construction contractor shall cease grading operations in the vicinity of the find until further evaluation is undertaken to assess the discovery. Further subsurface investigation may be needed if the resource is determined unique or important for its prehistoric or historic information. | CDD | C,F | A2,C2,D2 | |

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| **CUL-3:** All earthmoving activity occurring within 30 meters of the on-site refuse scatter (LSA-PDH0601-H-2) shall be monitored by a qualified archaeologist. If archaeological remnants are discovered during monitoring, the archaeologist shall have the authority to divert construction in order to assess the significance of the find. Remnants shall be properly evaluated, documented, and deposited as applicable, consistent with State and local protocols. | DPW,BO | C | A2 | |
| **CUL-4:** If previously unknown cultural resources, including human remains, are identified during grading activities, a qualified archaeologist shall be retained to assess the nature and significance of the find. If human remains are encountered, State Health and Safety Code Section 7050.5 states that no further disturbance shall occur until the County Coroner has made a determination of origin and disposition pursuant to Public Resources Code Section 5097.98. The County Coroner shall be notified of the find immediately. If the remains are determined to be prehistoric, the Coroner shall notify the Native American Heritage Commission (NAHC), which shall determine and notify a Most Likely Descendant (MLD). With the permission of the landowner or his/her authorized representative, the MLD may inspect the site of the discovery. The MLD shall complete the inspection within 24 hours of notification by the NAHC. The MLD may recommend scientific removal and nondestructive analysis of human remains and items associated with Native American burials. | DPW,BO | C | A2 | |
| Geology, Soils, and Seismicity | | | | |
| **GEO-1:** All structures on the Project site shall be constructed pursuant to the most current applicable seismic standards, as determined by the City as part of the tract map, grading plan, and building permit review processes, with building setbacks as recommended by the Project's Seismic Hazard Analysis (Geocon 2005). Design criteria developed for Project structures shall also be based on the most current standards of practice and design parameters suggested by the Structural Engineers Association of California based on the recommendations and amendments to the CBC by the Division of State Architect for specific types of buildings and occupancies. | DPW,BO | C,F | A2,C2 | |
| **GEO-2:** A detailed analysis of site geotechnical conditions, field investigation and slope stability analyses shall be conducted as 40-scale grading plans for mass and fine grading are prepared in the course of the phased development of the Project site. These studies shall be submitted to the City Building Department or Building Official, and their recommendations incorporated into Project design to the satisfaction of the City Engineer, prior to the issuance of any grading permits, including those for mass grading, in areas where slopes of 10 feet or more in height | DPW,BO,CE | C,F | A2,C2,D2 | |

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| are anticipated and/or where evidence of debris flows or past landslides is found. | | | | |
| **GEO-3:** The Project site shall be constructed pursuant to the following mitigation measure contained in the City of Banning General Plan EIR, Geotechnical Element:<br>• During the site grading, all existing vegetation and debris shall be removed from areas that are to receive compacted fill. Any trees to be removed shall have a minimum of 95 percent of the root systems extracted. Man-made objects shall be over excavated and exported from the site. Removal of unsuitable materials may require excavation to depths ranging from 2 to 4 feet or more below the existing site grade.<br>• All fill soil, whether on site or imported, shall be approved by the individual Project soils engineer prior to placement as compaction fill. All fill soil shall be free from vegetation, organic material, cobbles and boulders greater than 6 inches in diameter, and other debris. Approved soil shall be placed in horizontal lifts or appropriate thickness as prescribed by the soils engineer and watered or aerated as necessary to obtain near-optimum moisture-content.<br>• Fill materials shall be completely and uniformly compacted to not less than 90 percent of the laboratory maximum density, as determined by American Society for Testing and Materials (ASTM) Test Method D-1557-78, or equivalent test method acceptable to the City Building Department. The project soils engineer shall observe the placement of fill and take sufficient tests to verify the moisture content, uniformity, and degree of compaction obtained. In-place soil density should be determined by the sand-cone method, in accordance with ASTM Test Method D1556-64 (74), or equivalent test method acceptable to the City Building Department.<br>• Finish cut slopes generally shall not be inclined steeper than 2:1 (horizontal to vertical). Attempts to excavate near-vertical temporary cuts for retaining walls or utility installation in excess of 5 feet may result in gross failure of the cut and may possibly damage equipment and injure workers. All cut slopes must be inspected during grading to provide additional recommendations for safe construction.<br>• Finish fill slopes shall not be inclined steeper than 2:1 (horizontal to vertical). Fill slope surfaces shall be compacted to 90 percent of the laboratory maximum density by either overfilling and cutting back to expose a compacted core or by approved | DPW,BO,CE | C,F | A2,C2 | |

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| mechanical methods.<br>• Foundation systems that utilize continuous and spread footings are recommended for the support of one- and two-story structures. Foundations for higher structures must be evaluated based on structure design and on-site soil conditions.<br>• Retaining walls shall be constructed to adopted building code standards and inspected by the Building Inspector.<br>• Positive site drainage shall be established during finish grading. Finish lot grading shall include a minimum positive gradient of 2 percent away from structures for a minimum distance of 3 feet and a minimum gradient of 1 percent to the street or other approved drainage course.<br>• Utility trench excavations in slope areas or within the zone of influence of structures should be properly backfilled in accordance with the following:<br>(a) Pipes shall be bedded with a minimum of 6 inches of pea gravel or approved granular soil. Similar material shall be used to provide a cover of at least 1 foot over the pipe. This backfill shall then be uniformly compacted by mechanical means or jetted to a firm and unyielding condition.<br>(b) Remaining backfill may be fine-grained soils. It shall be placed in lifts not exceeding 6 inches in thickness or as determined appropriate, watered, or aerated to near optimum moisture content, and mechanically completed to a minimum of 90 percent of the laboratory maximum density.<br>(c) Pipes in trenches within 5 feet of the top of slopes or on the face of slopes shall be bedded and backfilled with pea gravel or approved granular soils as described above. The remainder of the trench backfill shall comprise typical on-site fill soil mechanically completed as described in the previous paragraph. | | | | |
| Hazards and Hazardous Materials | | | | |
| **HAZ-1:** The grading plans shall indicate methods to address potential contamination discovered during construction, as well as safety considerations for on-site construction personnel and the general public. Details of the plan shall include, but not be limited, to the following:<br>• Procedures for identification of contaminated soil during earthmoving operations; | DPW,BO | B,C,F | A2,B2,C2 | |

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| • Immediate measures to protect workers and the public from exposure to contaminated areas (e.g., fencing or hazard flagging, covering of contaminated soils with plastic, etc.) and prevent migration of the contaminants to the surrounding environment; and<br>• Steps to be taken following initial discovery of contaminated soils. Notification shall be made to the local environmental health officials and the City's construction inspector(s) immediately following identification of previously unknown contamination within the construction area. In the event hazardous substances are encountered during site grading, work shall immediately cease in the area and the property owner/developer shall retain a qualified hazardous materials engineer to assess the impacts and prepare a response plan using risk-based cleanup standards applicable to residential land use. Upon approval of the response plan by the Fire Department or other agency, as applicable, the engineer shall obtain any required permits, oversee the removal of such features and/or conduct the response work to the satisfaction of the Fire Department or other agency, as applicable, until closure status is attained. | | | | |
| **HAZ-2:** As part of construction specifications, procedures for the fueling and maintenance of construction vehicles shall be required to minimize the potential for accidental release of hazardous materials. This shall include locating refueling and maintenance areas minimum of 500 feet from occupied residential uses. Drip plans shall be placed under motorized equipment when parked on the site to prevent soil contamination from dripping oil or other fluids. | DPW,BO | C,F | A2,C2 | |
| **HAZ-3:** Hazardous construction waste management practices are to be implemented pursuant to the Best Management Practices contained in the California Stormwater BMP Handbook (2009)[1] and shall include the following:<br>1. All hazardous construction wastes as defined by Title 22 Division 4.5, or listed in 40 CFR Pars 110, 117, 261, or 302, including but not limited to petroleum products, concrete curing compounds, palliatives, septic wastes, stains, wood preservatives, asphalt products, pesticides, acids, paints, solvents, roofing tar, sandblasting grid mixed with lead-, cadmium-, or chromium based paints, asbestos, or PCBs, that | DPW,BO | C,F | A2,C2 | |

[1] California Stormwater Quality Association, 2009 Construction BMP Handbook, 2010, accessed from *https://www.casqa.org/casqastore/entitiy/tabid/169/c-4-best-management-practice-bmp-handbooks.aspx* 3.10.11

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| cannot be reused or recycled shall be disposed of by a licensed hazardous waste hauler.<br>2. Wastes shall be stored in sealed containers constructed of suitable material and shall be labeled as required by Title 22 CCR, Division 4.5 and 49 CFR Parts 172, 173, 178, and 179.<br>3. Waste containers shall be stored in temporary containment facilities that should comply with the following requirements:<br>a. Temporary containment facility shall provide for a spill containment volume equal to 1.5 times the volume of all containers able to contain precipitation from a 25 year storm event plus the greater of 10 percent of the aggregate volume of all containers or 100 percent of the largest tank within its boundary, whichever is greater.<br>b. Temporary containment facility shall be impervious to the materials stored there for a minimum contact time of 72 hours.<br>c. Temporary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, accumulated rainwater and spills should be placed into drums after each rainfall. These liquids shall be handled as a hazardous waste unless testing determines them to be non-hazardous.<br>d. Sufficient separation shall be provided between stored containers to allow for spill cleanup and emergency response access.<br>e. Incompatible materials such as chlorine and ammonia shall not be stored in the same temporary containment facility.<br>d. Throughout the rainy season, temporary containment facilities shall be covered during non-working days and prior to rain events.<br>4. Storage drums shall not be overfilled and wastes should not be mixed.<br>5. Unless watertight, containers of dry waste shall be stored on pallets.<br>6. Herbicides and pesticides shall not be over used. Only the amount needed shall be prepared. Apply surface dressings in several small applications as opposed to one large application. Allow time for infiltration and avoid excess material being carried off-site by runoff. Do not apply such chemicals immediately prior to rain events. All persons applying pesticides must be certified in accordance with federal and State | | | | |

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| regulations.<br>7. Paint brushes and equipment for water and oil based pants should be cleaned within a contained area and shall not be allowed to contaminate soil, watercourses or drainage systems. Waste paints, thinners, solvents, residues, and sludges that cannot be recycled or reused shall be disposed of as hazardous waste by a licensed hazardous waste hauler.<br>8. Hazardous waste storage areas on-site shall be located away from storm drains or water courses and way from moving vehicles and equipment to prevent accidental spills.<br>9. Containment berms shall be used in fueling and maintenance areas and where the potential for spills is high.<br>10. Potentially hazardous waste shall be segregated from non-hazardous construction site debris.<br>11. Liquid or semi-liquid hazardous materials shall be stored in appropriate containers and under cover.<br>12. Hazardous waste collection sites shall be designated on-site away from watercourses and drainage systems, and shall be clearly labeled.<br>13. Hazardous materials shall be stored in containers and protected from vandalism.<br>14. All employees and subcontractors shall receive on-site training in hazardous waste storage and disposal procedures.<br>15. Areas treated with chemicals shall be identified with appropriate warning signage<br>16. Place a stockpile of spill clean-up materials where it will be readily accessible<br>17. Inspect and verify that activity-based BMPs are in place prior to the commencement of associated activities. While activities associated with the BMP are underway, BMPs shall be inspected on a weekly basis.<br>18. A copy of hazardous waste manifests shall be maintained on-site for access by City inspectors. | | | | |
| **HAZ-4** The abandoned well identified in the 2007 Converse Consultant's Technical Memorandum for the Butterfield Specific Plan shall be properly capped and any associated pipeline abandoned and/or removed from the site pursuant to applicable State and federal Guidelines. | DPW,BO | C,D | B2,C2,D2 | |

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| **HAZ-5** Prior to issuance of grading permits, the following remediation efforts shall occur:<br>• The batteries, auto parts, tires and the diesel engine observed on the concrete pad next to the well and any associated fuel sources shall be removed and disposed of in compliance with all applicable regulations by waste haulers certified by the State for the handling and disposal of such wastes;<br>• Piles of asphalt debris and inert trash observed in various locations throughout the property shall be removed following their inspection by a hazardous waste consultant and, if required, by a cultural resource consultant, and the material removed and disposed of pursuant to all applicable laws and regulations.<br>• Prior to the removal of any potentially hazardous debris, additional environmental assessment and testing shall be completed pursuant to the recommendations of a certified environmental consultant and appropriate methods of handling and disposal shall be identified and implemented pursuant to existing (or then current) regulations and procedures for any particular hazardous waste or toxic material identified. | DPW,BO | C,F,D | A2,C2,D2 | |
| **HAZ-6** The contractor shall ensure that precautions are taken to avoid the Southern California Gas Company pipeline observed crossing the property diagonally from the west-center of the Project site to the southeast corner and that may be present along the alignments of the proposed off-site infrastructure. Such precautions shall include calling Dig Alert prior to any construction activity to determine and mark the exact location of this pipeline and close coordination with Southern California Gas Company to ensure that appropriate measures are taken by SCGC, including potential reduction in pressure and on-site monitoring, to protect both workers and the pipeline from accidental damage during grading activities. The appropriate identification and setbacks shall be maintained in order to ensure the safety of adjacent properties. | DPW,BO | B,C | A2,C2 | |
| **HAZ-7:** The Applicant shall ensure that the existing high pressure gas line is replaced by the operator with pipeline that is PUC-rated for location in residential areas. Replacement of the pipeline and required relocation shall occur prior to trenching for sewer, water and storm drain within 25 feet of the outer edge of the pipeline easement and/or prior to the issuance of building permits for residences located within 100 feet of the ultimate pipeline alignment and prior to the paving of any roads within the pipeline alignment. Unless directed otherwise by the PUC, wet utility crossings shall observe a minimum ten-foot vertical separation and ten-feet of horizontal separation from the pipeline, given the needed depth of utility services. | DPW,BO | C,D,G | A2,C2 | |

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| Undergrounded electrical services shall observe a minimum 10 foot horizontal separation from the pipeline. The location of the pipeline shall be indicated with appropriate curbside notation and/or monuments at minimum 50-foot intervals along its route and by ground-level monumentation through the golf course, or at intervals required by the PUC. | | | | |
| **HAZ- 8:** A permit shall be obtained from the Riverside County Fire Department (Banning Services Unit) and, if required, from the County Department of Environmental Health, prior to installation of any temporary above ground fuel storage tank on the Project site.<br>• A hazardous materials business plan consisting of an owner/operator page, a chemical description/inventory page, and a site map must be submitted with the application for permit.<br>• The storage area shall be kept free of weeds and extraneous combustible material.<br>• Plans must be submitted for approval prior to installation. Aboveground fuel/mixed liquid tanks(s) shall meet the following standard: Tank must be tested and labeled to UL2085 Protected Tank Standard or SwRI 93-01. The test must include the Projectile Penetration Test and the Heavy Vehicle Impact Test. A sample copy of the tank's label from an independent test laboratory must be submitted with the tank plans.<br>• The tank shall be kept 50 feet from buildings and conspicuously marked with the name **DIESEL** and **COMBUSTIBLE – KEEP FIRE AWAY**.<br>• The tank shall be located within a secondary containment area such as earthen berms covered from end to end by a thick mil plastic. Concrete or steel may also be used to provide secondary containment. /show calculations for secondary containment on the Site Plan.<br>• The tank shall be secured to prevent movement on the containment surface or be mounted on metal skids (not on an elevated stilt rack).<br>• The project manager or contractor shall contact the fire department representative for inspections at the time prior to when product is put into the tank to verify compliance, **AND** at the time when the tank is removed from the site to check for evidence of ground contamination. | DPW,BO,FC | B,D | B2,C2,D2 (Hazardous Materials Business Plan) | |
| **HAZ-9:** Prior to the approval of Final Tract maps, the City Engineer and Riverside County Fire Department (Banning Services Unit) shall discuss with the Applicant approximate locations of work activities and ingress and egress points in and out of the construction site to assure there | DPW,CE,FC | A,F | B2,C2 | |

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| is adequate access and communications protocols for emergency response vehicles during each of the proposed construction phases. | | | | |
| **HAZ-10:** Prior to the issuance of grading permits or road encroachment permits, a Traffic Management Plan providing safety control measures for area-wide streets that would be affected by construction traffic and activities must be prepared by a licensed civil or traffic engineer, to the satisfaction of the City Engineer, that would minimize safety hazards and emergency access impacts. The temporary measures in the Traffic Management Plan could include: flaggers, temporary lane restriping, temporary lanes, caution signs, reduced-speed zones, temporary detours, and other safety and traffic control devices. | DPW,CE | A,B,F | C2,D2 | |
| **HAZ-11:** All proposed subdivisions within the Specific Plan project area shall be evaluated by the Fire Department to determine whether the Department's Urban-Wildland Interface requirements should be implemented as part of the development. If the Department determines that either an interim or permanent condition of high fire risk would be present, a Fuel Modification Plan that meets the then-current requirements of the Fire Department shall be prepared and shall be approved by the Fire Department prior to recordation of a Final Tract Map. Maintenance of interim fuel modification areas shall be the responsibility of the master Homeowners Association and/or the property owner and/or a LLMP and temporary maintenance easements shall be recorded over interim fuel modification areas. Such easements shall be quitclaimed when the Fire Department determines that additional new development has eliminated the need for fuel modification in these areas. | DPW,FC | A,D,E,F | A2,C2,D2 | |
| **HAZ-12:** Seed mix used for the temporary re-vegetation of graded areas that will remain as undeveloped open space for a period of 6 months or more shall consist primarily of drought-tolerant grasses that may combine native and non-native species. These mixes include grasses that require little maintenance and do not grow tall, but do provide sufficient vegetative coverage to be effective in controlling wind and water-caused erosion. Defensible spaces as defined by the Fire Department pursuant to Chapter 49 of the California Fire Code shall be maintained around the exposed perimeters of subdivisions abutting un-irrigated grassland and/or chaparral through weed abatement, mowing, and other fuel reduction/modification strategies. | DPW,BO | C,D,E | A2,B2,C2 | |
| **HAZ-13:** The applicant shall continue to provide annual fuel modification as required by City code. The annual fuel modification (thinning) shall also be conducted in the future development areas south of Highland Home Road extension as needed (which excludes PAs 50, | DPW,BO,FC | C,E | A2,B2,C2 | |

| Responsible Person | Monitoring Frequency | Method of Verification |
|---|---|---|
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|---|---|---|---|---|
| 51, 52, 60, 61 and 73, which shall remain natural until such time these areas are developed or require infrastructure improvements). | | | | |
| Hydrology and Water Quality | | | | |
| **HWQ-1:** The following measures shall be reflected in applicable Tentative Tract Maps (TTMs), site plans, grading plans, and/or improvement plans to the satisfaction of the City Engineer, prior to applicable plan/permit approval:<br>1) All building pads within the Specific Plan shall be constructed so that they are free from flood hazard for the 100-year frequency storm by elevating finished floor elevations above the 100-year level of flood protection.<br>2) The depths of flow in the Project's streets shall not exceed top of curb elevations for the 10-year frequency storm event.<br>3) Streets shall be oriented to allow for maximum potential conveyance of regional flooding during significant storm events to expedite the passage of storm flows through the Specific Plan area.<br>4) The Specific Plan will be phased so that 100-year flood protection is ensured in all areas of development. Interim improvements (such as temporary debris basin, earthen channels/berms, check dams, sand bag barriers,, or other temporary BMP and flood protection measures; refer to Mitigation Measure HWQ-1, bullet #6 and 7 below) shall be provided as development progresses to protect against flooding, erosion, siltation, and water quality impacts.<br>5) All subdivisions implemented as part of the Specific Plan shall be required to detain any incremental increase in drainage within the Project Boundary until the Riverside County Flood Control and Water Conservation District Master Drainage Plan ("Banning" – Zone 5) is fully implemented downstream of the Project site.<br>6) Construction of each phase shall include an assessment of the size and flow patterns of the adjacent undeveloped areas of the Specific Plan site. Interim phase on-site facilities shall provide developed phases with required flood protection pursuant to Code.<br>7) Temporary basins shall be constructed to meet detention requirements and earthen channels/berms shall be used to divert and convey flows during construction phases. | DPW,CE,BO | F | C2 | |

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|---|---|---|---|---|
| Noise | | | | |
| **NOI-1:** As a condition of approval of all grading and building permits, the Applicant shall comply with the following list of noise reduction measures, subject to inclusion of additional provisions at the discretion of the Building Official as appropriate:<br>• Excavation, grading, and other noise-intensive construction activities related to the proposed Project shall be restricted to the hours of operation allowed under Section 8.44.090.E, Noise Prohibited – Unnecessary Noise Standard – Construction, Landscape Maintenance or Repair, of the City Municipal Code. Any deviations from these standards shall require the written approval of the City Building Official. The days and hours shall also apply to any servicing of equipment and to the movement of materials to and from the site.<br>• The developer shall require, as a condition of contract, that all construction equipment operating on the site be equipped with mufflers and sound control devices (e.g., intake silencers and noise shrouds) no less effective than those provided on the original equipment and no equipment shall have an unmuffled exhaust.<br>• The developer shall require all contractors, as a condition of contract, to maintain and tune-up all construction equipment to minimize noise emissions<br>• Stockpiling and vehicle staging areas shall be located a minimum of 500 feet from occupied residences, and screened from these uses by a solid noise attenuation barrier where necessary to achieve City Municipal Code-required noise attenuation levels.<br>• Solid noise attenuation barriers (temporary barriers or noise curtains) with a sound transmission coefficient (STC) of at least 20 shall be used along Project boundaries adjacent to sensitive receptors, where noise monitoring, performed by a qualified noise monitor, indicates exceedance of City Municipal Code noise levels for more than 15 minutes in any one hour period.<br>• Construction activities that occur outside the allowable hours per City standards 6 PM to 7 AM) shall require approval of the City Building Official based on demonstration of unusual circumstances and avoidance of significant impacts to neighboring sensitive receptors. Construction noise exceeding City standards (i.e., interior noise in excess of 50 dBA or exterior noise in excess of 65 dBA) and statutory time limits is anticipated, | DPW,BO | C,F | A2,C2 | |

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| shall require implementation of additional noise attenuation measures such as temporary noise "curtains" to reduce construction noise to meet City Standards, or offer the affected sensitive receptors the option of temporary relocation at the Developer's expense for the duration of the impact.<br>• All stationary construction equipment (e.g., air compressor, generators, etc.) shall be operated as far away from the residential and institutional uses as practicable. If necessary to meet the City's noise standards, the equipment shall be shielded with temporary sound barriers, sound aprons, or sound skins to the satisfaction of the Building Official.<br>• In areas subject to potentially significant construction noise impacts, the developer shall be required to monitor and document compliance with all applicable noise level limits.<br>• Construction haul routes for large equipment and material import/export shall be specified to minimize the use of routes affecting sensitive receptors (e.g., residential, parks, hospitals, schools, convalescent homes, etc.). Construction phasing for individual subdivisions shall be designed to avoid the need for construction vehicles and related construction traffic to traverse occupied residential neighborhoods. In all cases, trucks shall utilize a route that is least disruptive to sensitive receptors. Construction trucks shall avoid weekday and Saturday AM and PM peak hours (7 AM to 9 AM and 4 PM to 6 PM). | | | | |
| **NOI-2:** Prior to the issuance of each grading or building permit, the Applicant shall submit to the Building Official a proposed Construction Noise Monitoring Program to respond to and track complaints pertaining to construction noise, throughout demolition and/or grading. Throughout and/or grading, these measures shall include the following:<br>• A procedure and phone numbers for notifying the City Building and Safety Department staff and Banning Police Department (during regular construction hours and off-hours);<br>• A sign prominently posted on-site containing the permitted construction days and hours and complaint procedures and the name and phone number of the person(s) to notify in the event of a problem. The sign shall also include a listing of both the City and construction contractor's telephone numbers (during regular construction hours | DPW,BO | B,C,F | A2,C2,D2 | |

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|---|---|---|---|---|
| and off-hours);<br>• The designation of an on-site construction complaint and enforcement manager for the Project. The manager shall act as a liaison between the Project and its neighbors. The manager's responsibilities and authority shall include the following:<br>o An active role in monitoring project compliance with respect to noise;<br>o Ability to reschedule noisy construction activities to reduce effects on surrounding sensitive receivers;<br>o Site supervision of all potential sources of noise (e.g., material delivery, construction staging areas, construction workers, debris box pick-up and delivery) for all trades;<br>o Intervening or discussing mitigation options with contractors; and<br>o Conducting a preconstruction meeting shall be held with the job inspectors and the general contractor/on-site project manager to confirm that noise measures and practices (including construction hours, neighborhood notification, posted signs, etc.) are completed. | | | | |
| **NOI-3:** The Applicant shall, through contract specifications, prohibit the use of any on-site construction equipment generating greater than 0.049 RMS (greater than 79 VpD) within 25 feet of any sensitive use or limit the use of equipment exceeding this standard to less than 30 events per day. | DPW,BO | C,F | A2,C2 | |
| **NOI-4:** Prior to the issuance of grading permits or encroachment permits for the improvement of Highland Home Road (aka Meridian Street) between future "D Street" and Wilson Street, an acoustical study shall be completed by the Applicant (using construction-level improvement plans and/or more detailed grading plans) and submitted to the City for review and approval. The acoustical study will specify additional specific noise attenuation measures necessary, if any, to ensure that the City of Banning's exterior and interior noise standards are met at adjacent residential properties. Appropriate attenuation measures could include a solid wall in the landscaped parkway between future Highland Home Road and the existing frontage street. | DPW,BO | C,F | A2,C2,D2 | |
| **NOI-5:** Prior to the issuance of building permits for non-residential uses (such as commercial areas, wastewater treatment plant, and the golf course clubhouse), the Applicant shall prepare a site-specific construction level noise analysis, analyzing potential on and off site noise impacts, based upon detailed grading plans, improvement plans and site plans. The grading, | DPW,BO | C,F | A2,C2,D2 | |

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| site and/or improvement plans for these uses shall include the location of stationary noise sources, such as loading docks, air conditioning units, trash hauling and trash compactors (noise from trash pickup and compacting results from the use of hydraulic equipment to raise and lower the metal trash bins and to compact their contents), and drive-thru lanes. The noise analysis shall evaluate the potential noise impacts to the existing and proposed noise sensitive homes near the commercial areas of the project. In the event the analysis shows that noise levels for any adjacent sensitive receptor(s) would exceed applicable standards, measures shall be required to reduce noise to levels to within applicable standards, including providing enclosures for stationary sources (such as pump stations and air conditioners), and providing walls or siting to attenuate mobile or stationary sources from receptors (such as loading bays). The analysis shall be subject to review and approval by the City Building Official and shall ensure compliance with applicable exterior and interior noise standards. | | | | |
| Public Services and Utilities | | | | |
| **PSU-1:** Applicant shall communicate and work with the Fire Chief throughout Project development to determine the appropriate timing for a potential addition of a fire response unit (medic squad, fire engine), or the need for a fire station that is conceptually located in PA 60 but could be located in any Planning Area as described within the Specific Plan. When the fire station or a response unit is determined to be necessary, the Applicant shall fund and/or construct the fire response unit and/or fire station and would subsequently be credited the cost of the fire response unit or fire station towards the dedication of fire fees. | FC | C | B2 | |
| **PSU-2:** The Project shall incorporate the principles of defensible space as defined by the U.S. Department of Housing and Urban Development Office of Policy Development and Research in the design of cluster housing and/or multifamily housing within the proposed Project to reduce the impact of such development on police services. These principles shall be incorporated through inclusion of the following design solutions:<br>• Orienting the front doors and living area windows to the public street without providing "protection" of walls and fencing while providing back doors in these same units that allow access to more secure play areas and open space.<br>• Clustering parking in close proximity to units or the must provide enclosed garages or semi-subterranean parking garages that can be secured.<br>• Providing motion-activated security lighting. | DPW,BO | A,G | C2 | |

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|---|---|---|---|---|
| • Clustering multifamily units around shared courtyard spaces with appropriate amenities that draw residents into the common area and encourage the development of relationships between neighbors through interaction in the public domain<br>(See Oscar Newman, *Creating Defensible Space*, 1996, Institute for Community Design Analysis, US Department of Housing and Urban Development, Office of Policy Development and Research for applicable guidelines and design criteria.) | | | | |
| **PSU-3:** The Project shall include potential school sites within the development by designating and setting aside two 11+ acre Planning Areas (i.e., PA 68 for Banning Unified School District and PA 20 for Beaumont Unified School District) to increase available school facilities. (The intent of Mitigation Measure PSU-3 is to initially designate and set aside each of the two 11+ acre Planning Areas, then offer these sites to the School Districts for sale or fee credit. In the event that one or both of the Districts choose to not accept the site, the Applicant may opt to implement the residential overlay on the corresponding school site, which would permit medium-density residential development at 10 du/ac). | CDD | C | B2[4] | |
| **PSU-4:** Offsite infrastructure improvements (identified in Section 3.6.3) shall comply with all of the same mitigation measures for onsite facilities, as applicable. Off-site above-ground facilities shall provide for a general biological assessment by a qualified biologist. If sensitive resources are determined to be present, those resources shall be assessed and/or delineated, mitigation measures shall be developed and imposed. | DPW,BO (fair market compensation), CDD (biological assessment) | B,F | C2,D2 | |
| **PSU-5:** Prior to the issuance of building permits for an onsite satellite WWTP, the City must prepare a site-specific construction-level noise analysis analyzing potential on- and off-site noise impacts. In addition, the analysis shall evaluate the potential noise impacts to existing and proposed sensitive receptors. Construction and implementation of the wastewater treatment plant would require a Conditional Use Permit (CUP) to be approved by the City of Banning, as well as design review of the proposed site plan and building architecture, landscaping and lighting. Compliance with the existing regulations (specified under Impact 4.8-1) and on-going monitoring of the plant's operations would reduce potential impacts associated with the routine use, handling, transport, and storage of hazardous materials. | CDD | G | D2 | |
| **PSU-6:** The operator of the Butterfield Specific Plan Golf Course shall prepare and implement a Operational Waste Management Plan that incorporates the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of | DPW,BO | E,G | A2,D2 | |

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|---|---|---|---|---|
| America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City and the SCAQMD so as to reduce the facility's impact on landfill capacity. | | | | |
| Traffic and Transportation | | | | |
| **TRF-1:** If not constructed by the City or others, the Applicant shall construct road improvements identified in Table 4.13-9, Summary of Future Improvements ("Existing plus Project" improvements in the City of Banning only). These improvements include portions on Highland Springs Avenue in the City of Beaumont, between I-10 and Brookfield, but exclude locations that are deemed by the affected jurisdiction(s) to be infeasible due to impacts of ROW acquisition. If constructed by the Applicant, the cost of these improvements shall be credited against applicable City fees, and/or shall be eligible for reimbursement agreements with the City and/or third parties. The Improvements listed in Table 4.13-9 shall be consistent with the General Plan Circulation Element. | DPW,CE | A,D | C2 | |
| **TRF–2:** As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a TIA Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR.<br>The TVR shall identify which of the Existing Plus Project improvements identified in Table 4.13-9, are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. "Existing plus Project" improvements in the City of Banning identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits.<br>The ongoing traffic impact assessment program will be based on the p.m. peak-hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in Table 4.13-7, Project Trip Generation. If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold. | DPW,CE | A,F | C2,D2 | |

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|---|---|---|---|---|
| Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the Project TIA. | | | | |
| **TRF-3:** Improvement plans shall be prepared for each Project-related offsite traffic improvement and approved by the City Engineer. Improvement plans shall incorporate the following considerations, as applicable:<br>a) Obtain encroachment permit(s) from the applicable jurisdiction(s) for offsite improvements;<br>b) Through creative design techniques, where determined appropriate and consistent with City policy, modify roadway geometry to reduce potential impacts to existing developed areas (such as reduced lane widths, reduced or eliminated medians, reduced turn lane transition zones, and/or shifting intersection approaches to widen intersection quadrants where associated impacts would be reduced);<br>c) Maintain access for existing residences and businesses at all times;<br>d) Replace landscaped areas within the affected parcel and along the parcel frontage wherever practical;<br>e) Assist the affected property owner in re-striping affected parking areas and/or reconfiguring affected driveways to avoid or offset improvement-related impacts;<br>f) Follow applicable Project EIR mitigation measures related to biological resources (i.e., BIO-1 through BIO-5), with respect to minimizing loss of native vegetation, replacement or relocation of mature trees, use of native and/or drought tolerant vegetation in new landscaped areas, and ensuring consistency with applicable MSHCP and regulatory agency permitting provisions; and<br>g) Compensate the affected property owner based on fair market valuation of the acquired ROW in accordance with applicable local, State and federal regulations. | CE | A,G | A2,C2 | |
| **TRF-4:** The applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16. | DPW,BO | A,D | C2 | |
| Water Supply | | | | |

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|---|---|---|---|---|
| **WS-1:** With respect to the City's Banning, Banning Bench, Banning Canyon, and Cabazon groundwater supplies, the City will:<br>1) Periodically, conduct a groundwater audit that evaluates groundwater level trends, production rates, groundwater quality or other aquifer/well/pump considerations from the previous year (through use of a on-going groundwater monitoring and data collection system).<br>2) Develop a groundwater model to allow accurate simulation of groundwater flow and groundwater quality (including potential impacts by recharge of recycled water) in the City of Banning groundwater resource area.<br>Additionally, to avoid injury to other legal users of the Cabazon Basin, the City will:<br>3) Site any new well so as to not result in material interference to existing wells. | DPW | E | D2 | |
| **WS-2:** Additionally, to guard against the potential adverse effects of climate change on the City's water supplies, the City will:<br>1) Continue to manage its imported and surface water supplies conjunctively with its groundwater supplies to maximize opportunities for groundwater storage.<br>2) Continue to monitor expert technical analyses of the impacts of climate change on surface and groundwater supplies and incorporate any recommendations into the City's water supply planning efforts.<br>3) Continue to practice and promote integrated flood management. The City will incorporate climate change findings into infrastructure design and continue to integrate water and land use practices, such as encouraging new developments to capture and treat stormwater onsite. New water infrastructure will be designed to operate under a wide range of conditions and will consider climate change impacts.<br>4) Continue to diversify its portfolio through increased water use efficiency and aggressive demand reductions achieved by existing and new conservation programs. The development and use of a new recycled water supply will further diversity the City's portfolio and reduce potable water demands.<br>5) Continue to further develop regional alliances with cities, water districts and water agencies to integrate, improve and develop regional water management. | DPW | E | D2 | |

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**Butterfield Specific Plan Project**

**Addendum Modifications to the Mitigation Monitoring and Reporting Program**

**Project File No.:** _____ **Applicant:** _____

**EIR Prepared by:** _____ **Date:** _____

| Mitigation Measures No./Implementation Action | Responsible for Monitoring | Timing of Verification | Method of Verification | Verified Date/Initials |
|---|---|---|---|---|
| **Mitigation Measure AQ-7:** The following measures shall be implemented during construction to substantially reduce nitrogen oxides (NOx)-related emissions. They shall be included in the Grading Plan, Building Plans, and specifications.<br><br>• Off-road diesel equipment operators shall be required to shut down their engines rather than idle for more than 5 minutes, and shall ensure that all off-road equipment is compliant with the California Air Resources Board (ARB) in-use off-road diesel vehicle regulations and SCAQMD Rule 2449.<br><br>• The following note shall be included on all grading plans: "The City shall require construction contractors to utilize diesel powered construction equipment that meets EPA-certified Tier III emissions standards, or higher according to the following:<br><br>~~January 1, 2012, to December 31, 2014: All off-road diesel-powered construction equipment greater than 50 hp shall meet Tier 3 off-road emissions standards at a minimum. In addition, all construction equipment shall be outfitted with best available control technology (BACT) devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control~~ | | | | |

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| ~~strategy for a similarly sized engine as defined by ARB regulations.~~<br>~~Post-January 1, 2015:~~ All off-road diesel-powered construction equipment greater than 50 hp shall meet the Tier 4 emission standards, where available. In addition, all construction equipment shall be outfitted with BACT devices certified by ARB. Any emissions control device used by the contractor shall achieve emissions reductions that are no less than what could be achieved by a Level 3 diesel emissions control strategy for a similarly sized engine as defined by ARB regulations."<br>• A copy of each unit's certified tier specification, BACT documentation, and ARB or SCAQMD operating permit shall be provided at the time of mobilization of each applicable unit of equipment.<br>• Construction contractors are encouraged to apply for AQMD "SOON" funds. Incentives could be provided for those construction contractors who apply for AQMD "SOON" funds. The "SOON" program provides funds to accelerate clean up of off-road diesel vehicles, such as heavy duty construction equipment. More information on this program can be found at the following website: http://www.aqmd.gov/tao/Implementation/SOONProgram.htm ."<br>• The contractor and the Applicant, if the Applicant's equipment is used, shall maintain construction equipment engines by keeping them tuned and regularly serviced to minimize exhaust emissions, as required by SCAQMD Rules 431.1 and 431.2.<br>• Existing power sources (i.e., power poles) shall be used when available. This measure would minimize the use of higher polluting gas or diesel generators.<br>• Construction parking shall be located on the site where possible and shall be configured to minimize traffic interference. | | | | |

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| • Obstruction of through-traffic lanes shall be minimized by providing temporary traffic controls such as flag persons, cones, and/or signage during all phases of construction when needed to maintain smooth traffic flow. Construction shall be planned so that lane closures on existing streets are kept to a minimum.<br>• A traffic plan shall be developed to minimize traffic flow interference from construction activities. The plan shall specify the times during which construction activities would occur and particular times when travel lanes cannot be blocked (e.g., peak traffic periods as directed by the affected City Engineer). The plans shall provide details regarding the placement of traffic control, warning devices, and detours. As a supplement to the traffic plan, the construction contractor shall coordinate with the affected agency to determine the need for a public information program that would inform area residents, employers, and business owners of the details concerning construction schedules and expected travel delays, detours, and blocking of turning movements lanes at intersections. The public information programs could utilize various media venues (e.g., newspaper, radio, television, telephone hot lines, or internet website, etc.) to disseminate information such as:<br>o Overview of project information<br>o Weekly updates on location of construction zones;<br>o Identification of street(s) affected by construction;<br>o Times when construction activities would occur and when traffic<br>delays, and blockage of intersection turning movements can be expected; and<br>o Identification of alternate routes that could be used to avoid construction delays. | | | | |
| **Mitigation Measure BIO-3:** The Applicant shall provide compensatory mitigation for the temporary disturbance to CDFW jurisdictional waters, which includes approximately | | | | |

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| 0.41 acre of vegetated riparian habitat, and the temporary disturbance to RWQCB and USACE jurisdiction, none of which consists of jurisdictional wetlands. The mitigation requirements will be determined through applicable regulatory permitting programs of the CDFW, the RWQCB, and the USACE, and shall consist of minimum 1:1 mitigation primarily through onsite restoration within the Smith Creek drainage and other on-site areas, which will be performed concurrently with development of ~~the golf course (Planning Areas [PAs] 35 and 39) or~~ alternative uses within these Planning Areas 35 and 39 (~~the golf course~~/open space ~~PAs~~ uses, including various combinations of parks, trails, native habitat, drainage facilities, water quality improvements, groundwater recharge areas, and wetland mitigation areas). | | | | |
| **Mitigation Measure GHG-2:** The Butterfield Specific Plan shall ~~be conditioned to allow the following uses (as reflected on future tract maps and commercial site plans~~), to further promote renewable energy resources, including:<br>• Allowing rooftop solar on all structures, subject to City Municipal Code and related building permit provisions; allowing electric vehicle charging stations at all commercial, park, golf course, multifamily residential, and school areas, subject to a Conditional Use Permit; and allowing hydrogen vehicle fueling stations | | | | |
| ~~**Mitigation Measure PSU-6:** The operator of the Butterfield Specific Plan Golf Course shall prepare and implement an Operational Waste Management Plan that incorporates to the extent feasible the Best Management Practices for the management of green waste recommended by the Golf Course Superintendent Association of America (GCSAA) including separate collection and recycling of green waste by a licensed hauler and recycling facility, on-site use of green waste for landscape mulching, and other methods acceptable to the City~~ | | | | |

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| ~~and the SCAQMD so as to reduce the facility's impact on landfill capacity.~~ | | | | |
| **Mitigation Measure TRF–2:** As part of each Final Tract Map, or appropriate group of maps, the Applicant shall prepare a Traffic Impact Analysis Validation Report (TVR) based on the criteria provided herein for review and approval by the City Engineer. Final Tract Map approvals resulting in less than 500 p.m. peak hour trips (Exempt Maps) shall not require a TVR, unless the cumulative total of prior approved Exempt Maps exceeds 1,000 p.m. peak hour trips since the last TVR. The TVR shall identify which of the Existing plus Project improvements identified in Table 4.13-9 are required to be constructed for the respective Final Tract Map, to ensure adequate emergency access and satisfactory levels of service. Improvements identified in an approved TVR shall be conditions of Final Tract Map approval. To the extent that any of the improvements mentioned above are included in a fee program, the cost for those improvements, if constructed by the Applicant, will be eligible for fee credits.<br><br>The ongoing traffic impact assessment program will be based on the p.m. peak hour trip threshold. The Final Tract Maps' total number of p.m. peak hour trips will be established based on the trip generation listed in ~~Table 4.13-7, *Project Trip Generation*,~~ Table 3.I, *Project Trip Generation Comparison.* If a portion of commercial development and some residential development is included in the Final Tract Map, the total number of trips generated by each use (commercial and residential) will be calculated for the p.m. peak hour and compared to a predefined threshold. Recognizing the variety of land use options, overlays and permitted or conditionally permitted uses, the TVR will also be used to verify , as the Project builds out, that the Project's total peak hour trips are consistent with the assumptions in the project Traffic Impact Analysis. | | | | |

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| **Mitigation Measure TRF-4:** The Applicant shall pay a fair share toward cumulative impacts not otherwise captured in existing fee programs, funding sources, or in lieu improvements noted above, if such a program is in place at the time of building permit issuance, based on project contribution percentages identified in Table 4.13-16 of the Specific Plan EIR, with the exception of the intersections included in the Project study area for the 2016 Traffic Impact Analysis, as outlined in Table 4.13- 16A. | | | | |

# Notice of Determination Appendix D

To:
Office of Planning and Research
*U.S. Mail:* P.O. Box 3044 Sacramento, CA 92518-3044
*Street Address:* 1400 Tenth St. , Rm 113 Sacramento, CA 95814

From:
Public Agency: City of Banning
Address: 99 E Ramsey St
Banning, CA 92220
Contact: Mark Staples
Phone: (951) 922-3122

County Clerk (Address)
County of: Riverside
2724 Gateway Drive
Riverside, CA 92507

Lead Agency (if different from above):
Address:
Contact:
Phone:

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

**State Clearinghouse Number** (if submitted to State Clearinghouse): 2007091194 (Butterfield Specific Plan)

**Project Title:** Tentative Tract Map No. 39262 (PTN25-0005)

**Project Applicant:** Tri Pointe Homes

**Project Location (include county):**

Tentative Tract Map No. 39262 (PTM25-0005), Planning Areas, 50A, 51, 74, 75, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) APNs 408-580-053, -054, -055, -056, -063, -064 , City of Banning, Riverside County.

**Project Description:**

Tentative Tract Map No. 39262 (PTM25-0005), a proposal to subdivide 68.74-acres of land across four (4) Planning Areas, 50A, 51, 74, 75, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) into 193 single-family residential lots, a 1.19-acre lettered lot for a park, and two lettered lots for 16.53 acres of open space utilized for drainage basins and stormwater control.

This is to advise that the City of Banning, Lead Agency has approved the above described project on January 13, 2026 and has made the following determinations regarding the above described project.

1. The project ☐ will ☒ will not] have a significant effect on the environment.
2. ☒ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.
   ☐ A Negative Declaration was prepared for this project pursuant to the provisions of CEQA
3. Mitigation measures [ ☒ were ☐ were not] made a condition of the approval of the project
4. A mitigation reporting or monitoring plan [ ☒ was ☐ was not] adopted for this project.
5. A statement of Overriding Considerations [ ☐ was ☒ was not] adopted for this project.
6. Findings [ ☒ were ☐ were not] made pursuant to the provisions of CEQA.
7. **The project is in compliance with the previously adopted EIR and pursuant to CEQA Guidelines 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental actions are required. The project is subject to the adopted Mitigation Monitoring and Reporting Program of the Butterfield Specific Plan.**

This is to certify that the final EIR with comments and responses and record of the project approval, or the Negative Declaration, is available to the General Public at:

https://banningca.gov/Archive.aspx?AMID=57&Type=&ADID=

Signature (Public Agency): Title: Planning Manager

Date: January 13, 2026 Date Received for filing at OPR:

Authority cited: Sections 21083 , Public Resources Code.
Reference: Sections 21000-21174, Public Resources Code.

Revised 2011

Record Gazette
Your Community. Your Newspaper.

# AFFIDAVIT OF PUBLICATION

**Record Gazette**
**218 N. Murray St., Banning, CA 92220**

**Proof of Publication**
**(2015.5 C.C.P.)**

**PHN PTM25-0005 TM39362**

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**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:

Dec 26, 2025

Executed on: December 26th, 2025

At City of Banning, California

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

Kaila Geaman
Signature

**CITY OF BANNING**
**NOTICE OF PUBLIC HEARING**
**BEFORE THE CITY COUNCIL**
Tentative Tract Map No. 39262
PTM25-0005
Northeast corner of Highland Home Road and Southern California Edison Corridor
APN 408-580- 042, -051, -052, -053, -054, -055, -056, -063, -064

**NOTICE IS HEREBY GIVEN** that the City Council of the City of Banning, California, will hold a public hearing at its meeting of January 13, 2026. 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 application by Tri Pointe Homes (Applicant) for a Tentative Tract Map application (TTM39262/PTM25-0005) to subdivide 9 parcels located in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan, totaling 68.74 acres, into 193 single-family detached residential lots, in Planning Areas 50A and 51 (43.03 acres) with minimum lot sizes from 4,700 to 5,000 square feet, a 1.19-acre lettered lot for a park, and two lettered lots totaling 16.53 acres for open space and stormwater drainage areas in the Southern California Edison (SCE) corridor in Planning Area 74, with an existing water tank in Planning Area 75 and a new water tank in Planning Area 52A, at the northeast corner of Highland Home Road and the SCE corridor (APN 408-580- 042, -051, -052, -053, -054, -055, -056, -063, -064)
The Planning Commission reviewed the subject project at its meeting of December 3, 2025, and voted 2 to 1 to recommend approval of the application to the City Council by adopting Resolution 2025-14.
**ENVIRONMENTAL DETERMINATION:** The proposed project was evaluated under the California Environmental Quality Act (CEQA) Guidelines and it was determined that the project is in compli-

ance with the previously adopted Environmental Impact Report (EIR) for the Butterfield Specific Plan (SCH No. 2007091194) and is subject to the adopted Mitigation Monitoring and Reporting Program found here https://banningca.gov/ArchiveCenter/ViewFile/Item/1877. Pursuant to the CEQA Guidelines Section 15162 (Subsequent EIRs and Negative Declarations) no further analysis or environmental action is required. A Notice of Determination has been prepared for the project.

**REVIEW OF PROJECT INFORMATION** : The proposed application, site plan, 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 PLANNING MANAGER OF THE CITY OF BANNING, CALIFORNIA.

| | |
|---|---|
| Mark Staples<br>Planning Manager | Dated: December 22, 2025<br>Publish: December 26, 2025 |

Published
Record Gazette
December 26, 2025

# MINUTES

## PLANNING COMMISSION - REGULAR MEETING
## CITY OF BANNING, CALIFORNIA

**December 3, 2025**
**5:30 p.m.**
**In Chambers**

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

**1. CALL TO ORDER –** 5:34 p.m.

**1.1 PLEDGE OF ALLEGIANCE**
**1.2 ROLL CALL**

| COMMISSIONERS | PRESENT | ABSENT |
|---|---|---|
| Castorena, Chris | X | |
| Dale, Kathleen | X | |
| Marshall, Al | X | |
| Phelps, Gerry | X | |
| Rodriguez, Nathaniel | X | |

**2. PUBLIC COMMENTS**

Chair Dale opened public comments

- **Inge Schuler** expressed concern about comments made by Commissioner Rodriguez at the last meeting regarding the existence of Sun Lakes and requested an apology.
- **Frank Connolly** reported a property with ongoing conditional use permit violations at San Gorgonio and Lincoln St., urging action before litigation. He also mentioned trash issues at a nearby liquor store.
- **Stuart McKenzie** thanked the commission for rejecting the Sunset Crossroads project.

Chair Dale closed public comments

**3. CONSENT AGENDA**

3.1 Approval of the meeting minutes for the September 10, 2025 and November 5, 2025, Planning Commission meetings.
**Recommendation:** Approve the meeting minutes for the September 10, 2025 and November 5, 2025, Planning Commission meetings.

ACTION: Motion/Second (Phelps/Castorena) to approve the minutes of November 5, 2025 as presented. Motion carried unanimously 5-0.

Chair opened public comments.
No public comments.
Chair closed public comments.

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The minutes from September 10th were pulled for discussion due to numerous markups. Chair Dale noted she had edits on most pages and suggested to provide red-lined version of the minutes to the Commission.

Individual changes should be sent directly to staff for verification against the video recording, with a final version brought back for Commission adoption.

A motion to continue the September 10, 2025 meeting minutes to the January meeting by Chair Dale, seconded by Commissioner Castorena. Motion carried unanimously 5-0.

## 4. PUBLIC HEARINGS

4.1 CONTINUED FROM NOVEMBER 17, 2025, PLANNING COMMISSION MEETING -

Consideration of Applications by Tri Pointe Homes for Tentative Tract Map No. 39259 (PTM25- 0004) and Design Review No. 25-0008 (PDR25-0008) to Subdivide 160.02 Acres into 544 Single-Family Residential Lots and into 36 Condominium Lots for 248 Attached Condominium Units, a 1.03-acre Park, a 5.62-acre Park, within the Atwell Development at the Northwest Corner of Highland Home Road and Southern California Edison (SCE) Corridor.

**Recommendation:**

Adopt Resolution No. 2025-12 recommending approval to the City Council to make a determination that the Project does not require further environmental review, under Section 15162 (Subsequent EIRs and Negative Declarations) of the California Environmental Quality Act (CEQA) Guidelines and approve Tentative Tract Map No. 39259 (PTM25-0004), a proposal to subdivide 160.02-acres of land across nine (9) Planning Areas, 31, 46, 47A, 47C, 48A, 49A, 49B, 53, 63A, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) into 544 single-family residential lots and 36 condominium lots (248 duplex condominium units); and

Adopt Resolution No. 2025-13 approving Design Review No. 25-0008 (PDR25-0008), to increase the density to a maximum of 12 du/ac in the Medium Density Residential (MDR) land use district for Planning Area 49A and future planning areas and to allow the construction of 248 duplex condominium units, with common area and perimeter landscaping, and landscaping design for a 1.03-acre Park site for Planning Area 31, located west of the northern most extension of Highland Home Road (the “Project”).

**Public Hearing: Tentative Track Map 39259 and Design Review**

Commissioners Marshall and Rodriguez recused themselves from items 4.1 and 4.2 due to a conflict of interest with the HOA.

Planning Manager Mark Staples presented the staff report detailing the project's history and proposed plans.

The proposed subdivision will subdivide 160 acres across nine different planning areas.

**Subdivision Map Act Findings**

- Finding A: The proposed tentative map is consistent with the general plan.
- Finding B: The design and improvements are consistent with the zoning district.
- Finding C: The site is physically suited for the development.

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Findings D through G: The subject site is physically suitable for the proposed density; design won't cause environmental damage, health problems, or conflict with public easements

**Design Review Findings**

- Finding A: The proposed use is consistent with the general plan.
- Finding B: The proposed use is consistent with the zoning ordinance.

Finding C and D: The design and layout will not interfere with neighboring properties or create vehicular/pedestrian hazards, and it is compatible with the surrounding neighborhood

**Public Hearing Notice and Environmental Determination**

- Public hearing notice was published on October 31st, 2025, and subsequent notices were mailed on November 5th.
- No comments were received from property owners.

**Applicant Presentation**

- Michael Heishman from Tri Pointe Homes provided a project update.
- Construction began in 2018; approximately 1,200 homes have been closed.

**Commissioner Questions and Discussion**

- Commissioner Phelps asked about the estimated completion timeframe.
- Tri Pointe Homes anticipated approximately 15 years to complete the project.
- Commissioner Dale inquired about changes since the 2007 EIR.
- What's the best way for Commissioners to communicate changes?
- What factors might be influencing the unit density?
- Concerns over traffic congestion.
- Commissioner Dale asks Michael Heishman of the Tri Pointe home question to understand when at the rate of 300 homes per year that this will be finished.
- Commissioner Chris inquired about substantive changes to support SAFER's claims.
- Commissioner Phelps reported speaking with Richard Drury, who cited new information regarding construction equipment and project analysis.
- Traffic verification reports and land use plans were mentioned to account for any changes or traffic updates.
- Discussion about the 496 acres of open space.
- Concern that the public is not able to make use of a good portion of it and how it is or is not safe for the community to utilize the areas at night.
- Discussing if areas should be lighted, concerns for Dark Sky ordinance would need to be followed by.
- Questions of the project by engineer and staff were held related to topics discussed
- Continued questions about landscape, open space areas, utilities , traffic, community, etc.

Public Hearing was opened by Chair Dale at 7:12 p.m.

- **Inge Schuler** raised concerns on safety and traffic in area if more density occurs.

Public Hearing was closed by Chair Dale at 7:14 p.m.

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ACTION: Motion/Second (Marshall/Phelps) to Adopt Resolution 2025-12, recommending City Council Approve Tentative Tract Map 39259 and Design Review Application, Case PDR 25-0008, with revised Public Works conditions #15 and #16 as well as Public Works Street #34.

| COMMISSIONER | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Castorena, Chris | X | | | |
| Dale, Kathleen | | X | | |
| Marshall, Al | | | X | |
| Phelps, Gerry | X | | | |
| Rodriguez, Nathaniel | | | X | |

The motion passed with a 2-1-2 vote.

4.2 CONTINUED FROM NOVEMBER 17, 2025, PLANNING COMMISSION MEETING - Consideration of an Application by Tri Pointe Homes for Tentative Tract Map No. 39262 (PTM25- 0005) to Subdivide 68.74 Acres into 193 Single- Family Lots, a 1.19-Acre Lettered Lot for a Park, and Two Lettered Lots Totaling 16.53 Acres for the Southern California Edison (SCE) easement and Park-Open Spaces within the Atwell Development at the northeast corner of Highland Home Road and the SCE Corridor.

**Recommendation:**

Adopt Resolution No. 2025-14 recommending approval to the City Council to make a determination that the Project does not require further environmental review, under Section 15162 (Subsequent EIRs and Negative Declarations) of the California Environmental Quality Act (CEQA) Guidelines and approve Tentative Tract Map No. 39262 (PTM25-0005), a proposal to subdivide six (6) vacant parcels (APN 408-580-053, -054, -055, -056, -063, -064) totaling 68.74-acres of land across four (4) Planning Areas, 50A, 51, 74, and 75, in the Low Density Residential (LDR) and Medium Density Residential (MDR) land use districts of the Butterfield Specific Plan (Atwell) into 193 single-family residential lots, with minimum lots sizes of 5,000 and 4,500 square feet, respectively, and a 1.19-acre lettered lot for a park between the Planning Areas, and two lettered lots totaling 16.53 acres for the Southern California Edison (SCE) easement and park/open spaces.

Planning Manager Mark Staples presented the staff report for item case number PTM25-0005. Design includes Subdividing 68.74 acres into 193 single-family lots.

**Commissioner Questions and Discussion**

- Roads will be maintained by a separate HOA
- Discussions about tree canopy coverage and shade

**Environmental Determination**

- Compliance with Environmental Impact Report for the Butterfield Specific Plan
- No further analysis or environmental action is required.

**Traffic and Road Improvements**

- Is there any sort of impact on increased traffic flow -The impact fees related to roads have a plan in place -Will contribute to widening high traffic area roads.

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**Additional Findings on Safety**

- -There are currently plans for a reservoir -New homes must to abide by codes -The developers will modify public spaces to protect the safety of residents.

**Subdivision Findings**

- Complies with land use designation
- Adequate pedestrian and emergency access will be in place

Public Hearing was opened by Chair Dale at 8:08 p.m.

- **Frank Connolly** asked if the roads are going to be private and maintained by the HOA.

Public Hearing was opened by Chair Dale at 8:10 p.m.

ACTION: Motion/Second (Marshall/Phelps) to Adopt Resolution 2025-14, recommending City Council approve Tentative Tract Map 39262,Case PDR 25-0005, with revised Water conditions No. 15 and 16 and Public Works PW.Street.34..

| COMMISSIONER | YES | NO | ABSENT | ABSTAIN |
|---|---|---|---|---|
| Castorena, Chris | X | | | |
| Dale, Kathleen | | X | | |
| Marshall, Al | | | X | |
| Phelps, Gerry | X | | | |
| Rodriguez, Nathaniel | | | X | |

The motion passed with a 2-1-2 vote

## 5. DISCUSSION ITEMS

Commissioner Phelps asked about reverting the zoning of the property behind Albertson's from Industrial to Commercial.

Director Newell advised the request has been forwarded to the City Attorney's Office and will be reported back to the Commission

## 6. ANNOUNCEMENTS AND REPORTS

### 6.1. DIRECTOR'S REPORT

Director Newell reported no updates from City Council and announced his resignation, with last day of December 19.

### 6.2. COMMISSIONER REPORTS

Commissioner Castorena noted community outreach efforts and announced the Holiday Parade on Saturday the 6th.

## 7. ITEMS FOR FUTURE AGENDAS

## 8. ADJOURNMENT

A motion to Adjourn the meeting was made by Commissioner Castorena, seconded by Commissioner Phelps.
Motion carried unanimously 3-0, and the meeting was adjourned at 8:25 pm.

DRAFT

Minutes prepared by:

Sandra B. Calderon
Recording Secretary

*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/270?view_id=1&redirect=true***

***All documents related to this meeting are available here:***
***https://d3n9y02raazwpg.cloudfront.net/banningca/cc83bdd4-3132-11f0-856f-005056a89546-38305488-93fe-4918-9dd7-c67857e7b6c7-1764913888.pdf***

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Lisa Rossi, Human Resources Director**<br>**Art Vela, Interim City Manager** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Consideration of Resolution 2026-07, Authorizing the Appointment of Retired Annuitant Kenneth Louie as Interim Finance Director** |

---

**RECOMMENDATION:**

Adopt Resolution 2026-07.

**BACKGROUND:**

Since March 2025, the Finance Department has been in a critical transition period, requiring seasoned fiscal leadership to ensure long-term stability and operational excellence. Following her appointment at the March 25 City Council meeting, Michelle Green has leveraged her 30 years of expertise to provide vital oversight as Interim Finance Director.

However, as a CalPERS retired annuitant, Ms. Green is subject to a 960-hour annual limit. Given the department's intensive workload, she is at the end of her eligible hours. Finance has also enlisted the aid of Bonnie Johnson who assumed the interim role as of December 22nd, 2025. However, Ms. Johnson has voiced her desire to remain on special projects within Finance as she feels this is where she can have the most impact. To prevent any disruption in our financial operations, it is now necessary to transition leadership to a new interim director, ensuring total continuity of service for the city.

In early December, the City identified and engaged Mr. Kenneth Louie to fill the vacant Finance Director position on an interim basis while the recruitment for a permanent appointment continues. Mr. Louie is a highly qualified CalPERS retiree with over 30 years of distinguished experience in city management and municipal fiscal operations.

It is anticipated that Mr. Louie will officially assume the role of Interim Finance Director on January 14th, 2026, and Ms. Johnson will resume her role as extra help assisting with Finance special projects.

Pursuant to Government Code section 21221(h), the City is permitted to make limited-term appointments of CalPERS retirees to temporary positions, provided they adhere to requirements regarding compensation, duration, and hour limitations. In accordance with these guidelines, Mr. Louie is restricted to an aggregate of 960 hours per fiscal year across all CalPERS contracting agencies. His appointment ensures that the Finance Department remains under expert leadership during this pivotal transition period.

Staff recommends that the City Council approve by resolution the limited-term appointment of Kenneth Louie as Interim Finance Director, while the city recruits for a permanent appointment.

**JUSTIFICATION:**

The resolution for Interim Vacant Retired Annuitant under Gov. Code section 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:**

Mr. Louie would be paid an hourly rate of $111.4851 per hour, which is the hourly equivalent of the Finance Director position. He is not entitled to any additional compensation, benefits, vacation, or holidays.

**ALTERNATIVES:**

Do not adopt Resolution No. 2026-06 and provide staff alternate direction, which will lead to further shortages in the Finance Department.

**BUDGETED?:**

Yes

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Resolution_2026- Kenneth Louie.docx
2. Louie_Kenneth_Final_Offer_of_Employment_01-14-26 rev01-08-26.doc

**RESOLUTION 2026-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPOINTING KENNETH LOUIE AS AN INTERIM FINANCE DIRECTOR**

**Government Code Section 21221(h)**

**WHEREAS,** Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

**WHEREAS**, the Banning City Council desires to appoint Kenneth Louie 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 January 14th, 2026; and

**WHEREAS,** the City Council, the City of Banning and Kenneth Louie that Kenneth Louie 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 as of and

**WHEREAS,** this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on June 30th, 2026; and

**WHEREAS,** the entire employment agreement, contract or appointment document between Kenneth Louie and the City of Banning has been reviewed by this body and is attached herein; 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 $250,089.11 and the hourly equivalent is $120.24; the minimum base salary for this position is $184,857.17 and the hourly equivalent is $88.87; and

**WHEREAS,** the hourly rate paid to Kenneth Louie will be $111.4851; and

**WHEREAS,** Kenneth Louie 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; and

**THEREFORE, BE IT RESOLVED THAT** the City Council hereby certifies the nature of the employment of Kenneth Louie as described herein and detailed in the attached employment

agreement / contract / appointment document and that this appointment is necessary to fill the critically needed position of Finance Director for the City of Banning by January 14, 2026, because the need for management level support continues to exist while the Finance Director recruitment remains open.

SECTION 1. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

**PASSED, APPROVED AND ADOPTED** this 13th day of January 2026.

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

January 14, 2026

Subject: **Final Offer of Employment – Interim Finance Director (Retired Annuitant)**

Dear Mr. Louie,

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: | D07, Step 10 |
| Salary Range: | $111.4851/hr. |
| Start Date: | January 14, 2026 |
| Report to: | Art Vela, Interim City Manager |

**This position is an at-will, temporary position until tentatively June 30, 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 to the City of Banning. We do require your signature to indicate your acknowledgement of the retired annuitant requirements. Please feel free to contact Lisa Rossi via email at lrossi@banningca.gov or by telephone at (951) 922-3179 with any questions.

Sincerely,

Lisa Rossi
Human Resources Director

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

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

| | |
|---|---|
| **TO:** | **CITY COUNCIL** |
| **FROM:** | **Arturo Vela, Interim City Manager** |
| **PREPARED BY:** | **Art Vela, Interim City Manager** |
| **MEETING DATE:** | **January 13, 2026** |
| **SUBJECT:** | **Evaluation of current City of Banning Planning Commissioners pursuant to Banning Municipal Code Section 2.28.020(C) and Section 6.4 (C) of the Manual of Procedural Guidelines for the Conduct of City Council and Constituent Body/Commission Meetings for the City of Banning.** |

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**RECOMMENDATION:**

This item is being presented to the full City Council for the consideration and evaluation of all current City of Banning Planning Commissioners, in accordance with Banning Municipal Code (BMC) Section 2.28.020(C) and Section 6.4(C) of the Manual of Procedural Guidelines for the Conduct of City Council and Commission Meetings.

**BACKGROUND:**

City of Banning Planning Commissioners are appointed to the Planning Commission and serve a term of 4 years.

The BMC Section 2.28.020 (C) reads: “Members of the Planning Commission shall serve at the pleasure of the council and may be removed at any time by a majority vote of the entire council”. The Code of Conduct for council and commission meetings under Section 6.4 (C) reads in part: “Absent any other provision to the contrary, members of any non-City organization, or City Committees, boards or commissions may be removed by the council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda."

**JUSTIFICATION:**

This item was added to the "Future Agenda Items" and requested by the Mayor to be presented to the full City Council.

**FISCAL IMPACT:**

There is no fiscal impact.

**ALTERNATIVES:**

1. Provide feedback to the Commission and retain the services of each Commissioner.
2. Remove a commissioner with a majority vote of the entire council per the BMC Section 2.28.020

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Manual of Procedural Guidelines 6.4.pdf
2. Banning Municipal Code Section 2.28.02 ( C ).pdf

### 6.3 Consent Items

Matters of a routine or generally uncontested nature and non-controversial, shall be placed on the agenda as Consent Items and may be approved by the Legislative Body in a single motion by adoption of the Consent Calendar. The approval of the Consent Calendar shall signify the approval of each matter or recommendation included therein. All matters on the Consent Calendar shall be the subject to public comment procedures in Article VII. Upon the request of any member of the Legislative Body or upon the request of a member of the public made through the Presiding Officer, a matter may be removed from the Consent Calendar for separate discussion and/or action. Any such item shall be considered as part of the Excluded Consent Calendar. Each matter proposed for consideration as part of the Consent Items, including any recommended action, shall be described on the notice and agenda posted for the meeting. The following matters are not appropriate for the Consent Calendar:

(a) Ordinances shall not be placed on the Consent Calendar for approval unless the ordinance has first been read or the reading of the ordinance has been waived as required by law.

(b) Any matter where the City Manager believes (i) it unlikely that there would be unanimous approval by the Legislative Body, or (ii) there is likely to be public comment on the matter, or (iii) a public presentation of the matter would be beneficial to the community.

### 6.4 City Representatives and Advisory Bodies *(City Council Only)*

(a) From time to time the Council may be required to assign a representative of the City to non-City boards, commissions or organizations (e.g., boards or commissions of another agency or joint powers authority). Except as otherwise required by law or by the policies of the non-City organization, the Mayor shall make all such appointments of City representatives on non-City organizations after consultation with the City Council. Council appointments to non-City organizations shall be considered and made with the goal of keeping the appointee in the organization for a long enough period of time that the appointee may gain seniority and/or a position of leadership within the organization. This goal shall be construed to mean that the same appointee should remain within a non-City organization for at least two years where reasonably possible and convenient for said appointee. Nothing herein, however, shall be construed to limit or waive the City Council's power to remove appointees pursuant to subsection (c) below.

(b) The City Council shall have the power to establish advisory committees, commissions, other Legislative Bodies and Non-Governing Bodies. Any committee which is (i) established by ordinance, resolution or other formal action, or (ii) has a fixed regular meeting schedule, or (iii) has continuing subject matter jurisdiction over a non-temporary issue, or (iv) which continues to conduct business in excess of 180 days, or (v) has a majority membership of officials from other Legislative Bodies, shall be subject to the provisions of the Brown Act.

Advisory bodies and committees may take the following form:

i) The Council may, as the need arises, authorize the appointment of "ad hoc" Council committees composed of two members. Except where otherwise specifically provided by law, the Presiding Officer shall appoint the members of the Council committees, subject to the approval of the Council. Any committee so created shall cease to exist upon the accomplishment of the special purpose for which it was created or when abolished by a majority vote of the Council.

ii) The Council may, subject to the Brown Act, create other committees, boards, and commissions, whether Legislative Bodies or Non-Governing Bodies, to assist in the conduct and operation of the City government with such jurisdiction and duties as the Council may specify. Except as otherwise required by law, the Mayor shall make appointments of members to such committees, boards or commissions subject to the approval of the Council. The procedure of filling vacancies and provision of notice thereof shall be subject to the provisions of the Maddy Act (Government Code §§ 54970-54974).

iii) Sub-Legislative Bodies, including Non-Governing Bodies, shall be responsible for reporting the Body's activities to the City Council. The members of a Sub-Legislative Body or Non-Governing Body shall operate within the jurisdiction established by the Council and shall not have authority to make subcommittees unless specifically granted such authority by action of the full City Council. Staff members may be assigned to assist any Council-created committee by the City Manager; staff members so assigned shall not be members of the committee unless specifically appointed as such by action of the full Council.

(c) Absent any other provision to the contrary, members of any non-City organization, or City committees, boards or commissions may be removed by the Council without cause by a majority vote of the whole Council body. Any member of the City Council may place the question of such removal on the agenda. Any committees, boards, or commissions so created may be abolished by a majority vote of the whole Council body by repeal of the enacting ordinance or resolution.

### 6.5 Budgets

The City Council shall have the power to approve the City budget, and each Legislative Body shall have the power to approve the budget of funds specifically apportioned to control of that Legislative Body (e.g., the Successor Agency Board shall approve the budget of the Agency and the Housing Authority Board shall approve the budget of the Authority). Approval of the budget constitutes approval of a proposed plan of expenditures and revenues. It does not constitute an authorization for expenditures. With respect to any given expenditure the applicable procedure shall be followed. Further adoption of the budget does not, unless otherwise specified by resolution, constitute authorization for any specific employment class or position.

### 6.6 Items from Members

(a) There is a specific item on the agenda for receiving general comments, announcements, and/or suggestions from members of the Legislative Body. This can be used to inform the public concerning upcoming events, report on members' attendance at conferences

## Chapter 2.28

## PLANNING COMMISSION

Sections:


| | |
|---|---|
| 2.28.010 | Planning commission—Membership requirements. |
| 2.28.020 | Term and vacancies. |
| 2.28.030 | Compensation. |
| 2.28.040 | Rules of procedure. |
| 2.28.050 | Duties and responsibilities. |
| 2.28.060 | Conflict of interest requirements. |
| 2.28.070 | Staff liaison. |
| 2.28.080 | Meeting times and places. |
| 2.28.090 | Adoption. |


### 2.28.010 Planning commission—Membership requirements.

A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.

B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. (Code 1965, § 2-5.)

### 2.28.020 Term and vacancies.

A. The planning commission shall consist of five members.

B. Planning commissioners 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 unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are 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 their term.

E. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting. If a member is unable to attend due to illness, injury or family matters, a statement by the member at the next regular meeting of the commission shall constitute an excused absence. (Code 1965, § 2-6.)

### 2.28.030 Compensation.

A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.

B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council. (Code 1965, § 2-7.)

### 2.28.040 Rules of procedure.

A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.

C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by

# CITY OF BANNING
# STAFF REPORT

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

**FROM:** **Arturo Vela, Interim City Manager**

**PREPARED BY:** **Art Vela, Interim City Manager**

**MEETING DATE:** **January 13, 2026**

**SUBJECT:** **Discuss the City of Banning's Current Utility Billing Payment Plan Policies**

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## RECOMMENDATION:

That City Council consider the current utility billing payment plan structure and possible alternatives to payment plans with consideration of the City's recent utility billing challenges.

## BACKGROUND:

On November 1, 2024, the City of Banning implemented a new utility billing software system intended to modernize operations and replace the City's legacy billing platform. Following implementation, the City experienced significant technical and operational challenges that affected its ability to generate utility bills.

By late December 2024, the City determined that reverting to the legacy billing system was necessary to restore billing functionality. Because several interconnected systems had been modified or replaced to support the new software, additional time was required to reconfigure those systems and fully reinstate operations under the legacy platform.

As a result of this transition, utility bills for water, wastewater, and electric services were not issued for an extended period, resulting in a billing interruption of approximately six months. Utility billing resumed in April 2025, at which time the November 2024 utility bill was mailed to customers. To address the backlog and return to a normal billing cycle, the City augmented staffing resources and accelerated billing production. During this catch-up period, customers received multiple monthly bills in a single month. For example, utility usage for September 2025 and October 2025 were billed and mailed separately in December 2025.

Barring unforeseen staffing shortages or additional technical issues, the City anticipates that the November 2025 and December 2025 utility bills will be mailed separately by the end of January 2026, at which point the City expects to be current with the issuance of utility bills.

During the catch-up period, the City temporarily suspended the processing of new Payment Plan applications until billing operations were fully up to date. The purpose of this discussion is to review existing Payment Plan practices and to receive direction from City Council regarding potential temporary modifications to the current structure (see attached), such as payment plan duration, deposits, late fees, and service shutoffs, while taking into account the impacts the utility billing delays have had on customers.

For reference, attached to this staff report is Administrative Policy B-34 Discontinuation of Water

Service.

**JUSTIFICATION:**

The extended utility billing delays resulted in customers receiving multiple bills within a short period as the City worked to return to a normal billing cycle. While necessary to restore operations, this catch-up process may have created financial hardship for some customers. Reviewing and considering temporary modifications to the City's Payment Plan structure will allow the City to balance revenue recovery with customer affordability.

**FISCAL IMPACT:**

The utility billing delays resulted in the deferral of approximately six months of electric, water, and wastewater revenue, negatively impacting cash flow within the utility funds. While these revenues are expected to be recovered, the timing of recovery will be directly influenced by the length and structure of payment plans. Longer payment terms may provide customer relief but will extend the period over which revenues are collected and prolong cash flow constraints, while shorter terms may accelerate recovery but increase the risk of delinquency.

**ALTERNATIVES:**

1. Proceed with current Payment Plan structure.
2. Provide direction to staff to modify Payment Plan structure on a temporary basis during the term of the payment plans.

**BUDGETED?:**

No

**CONTRACT/AGREEMENT:**

No

**ATTACHMENTS:**

1. Banning Utility Billing FAQ.docx
2. Payment Plan Structure.pdf
3. Admin Policy B-34 Disconituation of Water Service.pdf

# City of Banning

## Utility Billing Delays
## Frequently Asked Questions (FAQs)

The City of Banning acknowledges the frustration and inconvenience that recent utility billing system issues have caused for our customers. We understand the impact this has had on residents and want to assure you that resolving these challenges is our highest priority.

This FAQ was created to provide clear answers to the most common questions we've received and to address concerns raised by the community. The City remains committed to transparency, accountability, and open communication as we work diligently to restore confidence in our utility billing system.

## Frequently Asked Questions

**1. Why is the City having utility billing issues?**

The City has relied on its legacy utility billing software system since 1992. The system has become outdated and time-consuming to operate. For example, processing one month of utility consumption typically requires an entire month of staff effort.

In November 2024, the City introduced a new utility billing software; however, the implementation was not successful. By late December 2024, the City made the decision to revert to the legacy system. Because several related systems had been modified or replaced to accommodate the new software, it took several months to reconfigure those systems to fully resume operations with the legacy system.

During this transition period, no utility bills for water, sewer and electric were sent to customers, resulting in the utility billing delays. Utility billing was restored after an approximate six month pause on billing, resulting in the November, 2024 consumption being billed in April, 2025.

**2. What is causing the delays in resolving the utility billing issues?**

Catching up to the current billing cycle has been challenging due to limitations with the City's legacy system. These challenges were compounded by turnover in several key positions within the Finance Department, which oversees Utility Billing operations.

**3. What is the City doing to resolve the issue and prevent it from reoccurring?**

City leadership has allocated and trained additional staff from multiple departments to assist with the manual review of more than 11,000 utility accounts per monthly bill. This added support has already reduced the time needed to process one month of consumption billing from four weeks down to two weeks.

The City continues to pursue solutions, including potential software upgrades, to improve the efficiency of the utility billing process and enhance transparency for our customers. Any new system or upgrade will be thoroughly evaluated through a structured planning process and implemented in a deliberate, phased manner. This will include a fully integrated implementation team of consultants and City staff; clearly defined workflows; comprehensive data migration and validation; parallel system testing prior to decommissioning any existing systems; ongoing vendor and internal support; staff training; and a post-implementation review to ensure performance objectives are met.

**4. How does the City know how much consumption I used if they are billing for consumption from several months ago?**

The City installed Advanced Metering Infrastructure (AMI) several years ago. These meters, for both water and electric services, record usage in short intervals and automatically transmit the data to the City's Meter Data Management System (MDMS).

As a result, all consumption data since the billing issues began in November 2024 has been accurately recorded and stored in the MDMS, ensuring that customers are billed based on their actual usage for the month they are being billed for.

On the City's utility bill, a date range is shown next to the "Electric Monthly Charge" and "Water Monthly Charge." This date range indicates the period during which the consumption occurred and the time frame on which the charges are based.

**5. Why was auto-pay suspended?**

Auto-pay has been temporarily suspended due to an unexpected issue. Auto-pay transactions are programmed to occur on the bill's due date. With bills being sent out sooner (2 weeks instead of 4 weeks), customers were receiving new bills before the previous bill's due date had passed.

This would have pushed the auto-pay transaction date out to the newest bill due date, eventually resulting in multiple bills being paid all at once on a single date once the billing is caught up. Suspending auto-pay prevents customers from facing an unexpectedly large withdrawal.

Auto-pay will be restored once the City is current on the backlog of bills.

**6. When will the utility payment issues be resolved?**

The City is working diligently to restore normal billing operations and anticipates being fully caught up in early February, 2026.

**7. Can I still pay my utility bills online?**

Yes. Customers can check and pay their current utility balance online here: https://banningca.gov/137/Utility-Billing

**8. Are there any additional fees for using the online payment portal?**

No. Transaction fees are temporarily waived until the utility billing issues are resolved.

**9. Will I be penalized for late payments due to the billing issues?**

No. Late fees are temporarily waived until the utility billing issues are resolved.

Once billing is restored to normal operations the City will offer payment plans and extensions to help manage higher balances.

**10. Have there been rate increases during the utility billing delays?**

Yes, there have been pre-approved and pre-planned rate increase for water, wastewater and electric rates.

Water and wastewater rate increases were approved by City Council via Ordinance No. 1587 approved on November 8, 2022, and included annual rate increases effective each year on January 1st, beginning in 2023. The

last rate increase approved related to water and wastewater will become effective on January 1, 2027. It should be noted that an additional increase for wastewater rates included in Council's approval took effect on July 1, 2024.

Due to financial challenges with the Electric utility resulting from a lack of rate increase (last one occurred in 2013) and lack of external financing for capital infrastructure, City Council approved Resolution 2024-175 on November 12, 2024 which included an emergency rate increase that became effective 11/1/2024. Subsequently, after a Cost of Service Analysis, which began in December, 2024, City Council approved rates increases that would become effective annually on November 1st beginning in 2025 and the last one set to occur in 2029.

The abovementioned rate increases have led to higher than normal billing amounts, although consumption amounts have remained steady as compared to the previous year.

## Contact Information

For questions or to request assistance with your utility bill, please contact our Customer Service Representatives:

- Phone: (951) 922-3185
- Hours: Monday–Friday (8:00 AM to 5:00 PM)
- In Person: City Hall, 99 E. Ramsey Street, Banning, CA 92220
- Email: ubweb@banningca.gov

Please know that our Customer Service Representatives are here to assist you. While they were not involved in the issues that led to the utility billing challenges, they have taken on much of the impact as the front-line point of contact for our community. We sincerely appreciate your patience, support, and understanding as we work diligently to resolve the billing issues.

# CITY OF BANNING

## Current Payment Plan Structure

| Account Balance | Months to Repay | Percentage of account balance due upon signing agreement |
|---|---|---|
| 0.00 - 499.99 | 3 | 20% |
| 500.00 - 999.99 | 6 | 20% |
| 1000.00 - 1499.99 | 6 | 15% |
| 1500.00 - 1999.99 | 6 | 15% |
| 2000.00 - 2499.99 | 8 | 15% |
| 2500.00 - 2999.99 | 8 | 15% |
| 3000.00 - 3499.99 | 10 | 10% |
| 3500.00 - 3999.99 | 10 | 10% |
| 4000.00-4499.99 | 12 | 10% |
| 4500.00 - 4999.99 | 12 | 10% |
| 5000.00 and higher | 12 | 10% |
| | | |
| | | |

# City of Banning
# Administrative Policy

| | | |
|---|---|---|
| **Subject:** **Discontinuation of Residential Water Service** | | **Policy No:** **B-34** |
| **Reference:** **Financial Management, Accounting and Purchasing** | **Effective:** February 1, 2020 | **PAGE 1 of 8** |
| **APPROVED BY**: City Council | | |

1. **Application of Policy.** This Policy on Discontinuation of Residential Water Service (this "Policy") shall apply to all City accounts for residential water service, but shall not apply to any accounts for non-residential service. To the extent this Policy conflicts with any other rules, regulations, or policies of the City, this Policy shall control.

2. **Contact Information.** For questions or assistance regarding your water bill, the City's Customer Service staff can be reached at (951) 922-3185. Customers may also visit the City's Customer Service desk in person during regular business hours.

3. **Billing Procedures.** In general, water service charges are payable to the City monthly. All bills for water service are due and payable upon receipt of mailing and will become delinquent twenty (20) calendar days after the bill date. A late fee will be assessed on any unpaid balance thirty-one (31) days after the bill date.

4. **Discontinuation of Water Service for Nonpayment.** If a bill is delinquent for at least sixty (60) days, the City may discontinue water service to the service address.

4.1 Written Notice to Customer. The City will provide a mailed notice to the customer of record at least seven (7) business days before discontinuation of water service. The notice will contain:

(a) the name and address of the customer;

(b) the amount of the delinquency;

(c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;

(d) a description of the procedure by which the customer may initiate a complaint or request an investigation or appeal concerning service or charges;

(e) a description of the procedure by which the customer may request an alternative payment arrangement, which may include an extension, amortization, alternative payment schedule, or payment reduction;

(f) the procedure for the customer to obtain information on financial assistance, if applicable; and

(g) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.2 Written Notice to Occupants or Tenants.

(a) The City will also send a notice to the occupants living at the service address at least ten (10) days before discontinuation of water service under the following circumstances: (1) the City furnishes individually metered service to a single-family dwelling, multi-unit residential structure, mobile home park, or permanent residential structure in a labor camp as defined in California Health & Safety Code Section 17008, and the owner, manager, or operator is the customer of record; or (2) the customer of record's mailing address is not the same as the service address. The notice will be addressed to "Occupant," will contain the information required in Section 4.1 above, and will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. Terms and conditions for occupants to become customers of the City are provided in Section 8 below. Notwithstanding the foregoing, if the dwelling unit is a detached single-family dwelling unit, then the City will (1) give notice to the occupant of service discontinuation at least seven (7) days prior to the proposed discontinuation; and (2) require the occupant to verify that the delinquent account customer was the landlord, manager, or agent of the dwelling unit. Verification may include a lease or rental agreement, rent receipts, or other government document.

(b) If the City furnishes water through a master meter in a multi-unit residential structure, mobile home park, or permanent residential structures in a labor camp and the owner, manager, or operator is the customer of record, the City will make a good faith effort to inform the occupants, by means of written notice posted on the door of each residential unit at least fifteen (15) days prior to termination, that the account is in arrears and the service will be terminated on a date specified in the notice. If it is not reasonable or practicable to post the notice on the door of each unit, the City will post two (2) copies of the notice in each accessible common area and at each point of access to the structure or structures. The notice will inform the residential occupants that they have the right to become customers of the City without being required to pay the amount due on the delinquent account. The notice will also specify what the occupants are required to do in order to prevent termination of, or to reestablish service; the estimated monthly cost of service; the title, address, and telephone number of a representative of the City who can assist the occupants in continuing service; and the address and telephone number of a qualified legal services project that has been recommended by the local county bar association. Terms and conditions for occupants to become customers of the City are provided in Section 8 below.

In addition to the limitations set forth in Section 4.4, water service will not be discontinued for nonpayment under the following situations: (1) for an indebtedness owed by the existing customer of record to another public agency; (2) if the delinquent account relates to another property owned, managed, or operated by the existing customer of record; or (3) if a public health or building officer certifies that termination would result in a significant threat to the health or safety of the residential occupants or the public.

4.3 Posting of Notice at Service Address. If the City is unable to make contact with the customer or an adult person living at the service address in person or by telephone, and written notice is returned through the mail as undeliverable, the City will make a good faith effort to leave a notice of imminent discontinuation of residential service and a copy of this Policy in a conspicuous place at the service address. The notice will include:

(a) the name and address of the customer;

(b) the amount of the delinquency;

(c) the date by which payment or payment arrangements must be made to avoid discontinuation of service;

(d) the procedure for the customer to obtain information on financial assistance, if applicable; and

(e) the telephone number where the customer may request a payment arrangement or receive additional information from the City.

4.4 Circumstances Under Which Service Will Not Be Discontinued. The City will not discontinue residential water service for nonpayment under the following circumstances:

(a) During an investigation by the City of a customer dispute or complaint under Section 5.1 below;

(b) During the pendency of an appeal to the City Council under Section 5.3 below; or

(c) During the period of time in which a customer's payment is subject to a City-approved extension, amortization, alternative payment schedule, or reduction under Section 6 below, and the customer remains in compliance with the approved payment arrangement.

4.5 Special Medical and Financial Circumstances Under Which Services Will Not Be Discontinued.

(a) The City will not discontinue water service if all of the following conditions are met:

(i) The customer, or a tenant of the customer, submits to the City the certification of a licensed primary care provider that discontinuation of water service will be life threatening to, or pose a serious threat to the health and safety of, a resident of the premises where residential service is provided;

(ii) The customer demonstrates that he or she is financially unable to pay for residential service within the City's normal

billing cycle. The customer is deemed financially unable to pay during the normal billing cycle if: (a) any member of the customer's household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level; and

(iii) The customer is willing to enter into an alternative payment arrangement, including an extension, amortization, alternative payment schedule, or payment reduction with respect to the delinquent charges.

(b) For any customers who meet all of the above conditions, the City shall offer the customer one of the following options, to be selected by the City in its discretion: (1) an extension of the payment period; (2) amortization of the unpaid balance; (3) an alternative payment schedule; or (4) a reduced payment. The City's Administrative Services Director or designee will select the most appropriate payment arrangement, taking into consideration the information and documentation provided by the customer, as well as the City's payment needs.

(c) The customer is responsible for demonstrating that the conditions in subsection (a) have been met. Upon receipt of documentation from the customer, the City will review the documentation within seven (7) days and: (1) notify the customer of the alternative payment arrangement selected by the City and request the customer's signed assent to participate in that alternative arrangement; (2) request additional information from the customer; or (3) notify the customer that he or she does not meet the conditions in subsection (a).

(d) The City may discontinue water service if a customer who has been granted an alternative payment arrangement under this section fails to do any of the following for sixty (60) days or more: (a) to pay his or her unpaid charges by the extended payment date; (b) to pay any amortized amount due under the amortization schedule; (c) to pay any amount due under an alternative payment schedule; (d) to pay the reduced payment amount by its due date; or (e) to pay his or her current charges for water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

4.6 Time of Discontinuation of Service. The City will not discontinue water service due to nonpayment on a Saturday, Sunday, legal holiday, or at any time during which the City's office is not open to the public.

4.7 Restoration of Service. Customers whose water service has been discontinued may contact the City by telephone or in person regarding restoration of service. Restoration shall be subject to payment of: (a) any past-due amounts, including applicable interest or penalties; (b) any reconnection fees, subject to the limitations in Section 7.1, if applicable; (c) and a security deposit, if required by the City.

## 5. Procedures to Contest or Appeal a Bill.

5.1 Time to Initiate Complaint or Request an Investigation. A customer may initiate a complaint or request an investigation regarding the amount of a bill within five (5) days of receiving a disputed bill. For purposes of this Section 5.1 only, a bill shall be deemed received by a customer five (5) days after mailing and immediately upon e-mailing.

5.2 Review by City. A timely complaint or request for investigation shall be reviewed by a manager of the City, who shall provide a written determination to the customer. The review will include consideration of whether the customer may receive an extension, amortization, alternative payment schedule, or payment reduction under Section 6. The City may, in its discretion, review untimely complaints or requests for investigation; however, such complaints or requests are not subject to appeal.

5.3 Appeal to City Council. Any customer whose timely complaint or request for an investigation pursuant to this Section 5 has resulted in an adverse determination may appeal the determination to the City Council by filing a written notice of appeal with the City Clerk within ten (10) business days of the City's mailing of its determination. Upon receiving the notice of appeal, the City Clerk will set the matter to be heard at an upcoming City Council meeting and mail the customer written notice of the time and place of the hearing at least ten (10) days before the meeting. The decision of the City Council shall be final.

## 6. Extensions and Other Alternative Payment Arrangements.

6.1 Time to Request an Extension or Other Alternative Payment Arrangement. If a customer is unable to pay a bill during the normal payment period, the customer may request an extension or other alternative payment arrangement described in this Section 6. If a customer submits his or her request within five (5) days after mailing of a written notice of discontinuation of service by the City, the request will be reviewed by a manager of the City. City decisions regarding extensions and other alternative payment arrangements are final and are not subject to appeal to the City Council.

6.2 Extension. If approved by the City, a customer's payment of his or her unpaid balance may be temporarily extended for a period not to exceed six (6) months after the balance was originally due. The City's Administrative Services Director or designee shall determine, in his or her discretion, how long an extension shall be provided

to the customer. The customer shall pay the full unpaid balance by the date set by the City and must remain current on all water service charges accruing during any subsequent billing periods. The extended payment date will be set forth in writing and provided to the customer.

6.3 Amortization. If approved by the City, a customer's payment of his or her unpaid balance may be amortized over a period not to exceed twelve (12) months, as determined by the City's Administrative Services Director or designee, in his or her discretion. If amortization is approved, the unpaid balance will be divided by the number of months in the amortization period, and that amount will be added to the customer's monthly bills for water service until fully paid. During the amortization period, the customer must remain current on all water service charges accruing during any subsequent billing periods. The amortization schedule and amounts due will be set forth in writing and provided to the customer.

6.4 Alternative Payment Schedule. If approved by the City, a customer may pay his or her unpaid balance pursuant to an alternative payment schedule that will not exceed twelve (12) months, as determined by the City's Administrative Services Director or designee, in his or her discretion. If approved, the alternative payment schedule may allow periodic lump-sum payments that do not coincide with the City's established payment date or may provide for payments made more or less frequently than the City's regular payment date. During the period of the alternative payment schedule, the customer must remain current on all water service charges accruing during any subsequent billing periods. The alternative payment schedule and amounts due will be set forth in writing and provided to the customer.

6.5 Payment Reduction or Deferral. If approved by the City, a customer may receive a temporary deferral or reduction of the unpaid balance owed by the customer; payment reductions may not exceed the amount of unpaid reconnection fees and accrued interest charges for water service. Any such reduction shall be funded using unrestricted funds of the City, and not from charges or fees paid by other customers. The City's Administrative Services Director shall determine, in his or her discretion, whether to grant a deferred or reduced payment, and the amount of such deferral or reduction, based on: (a) the availability of City funds to fund the reduction at a given time; (b) the customer's demonstrated financial need; and (c) the customer's prior payment history or prior payment reductions. The amount of the reduced payment and the due date for the reduced payment will be set forth in writing and provided to the customer.

6.6 Failure To Comply. If a customer has been granted a payment arrangement under this Section 6 and fails to: (1) pay the unpaid charges by the extension date; (2) pay an amount due under an amortization schedule; (3) pay an amount due under an alternative payment schedule; or (4) pay a reduced payment amount by its due date, then the City may terminate water service. The City will post a final notice of intent to disconnect service in a prominent and conspicuous location at the service address at least five (5) business days before discontinuation of service. The final notice will not entitle the customer to any investigation or review by the City.

## 7. Specific Programs for Low-Income Customers.

7.1 Reconnection Fee Limits and Waiver of Interest. For residential customers who demonstrate to the City a household income below 200 percent of the federal poverty line, the City will:

(a) Limit any reconnection fees during normal operating hours to fifty dollars ($50), and during non-operational hours to one hundred fifty dollars ($150). The limits will only apply if the City's reconnection fees actually exceed these amounts. These limits are subject to an annual adjustment for changes in the Bureau of Labor Statistics' Consumer Price Index for All Urban Consumers (CPI-U) beginning January 1, 2021.

(b) Waive interest charges on delinquent bills once every 12 months. The City will apply the waiver to any interest charges that are unpaid at the time of the customer's request.

7.2 Qualifications. The City will deem a residential customer to have a household income below 200 percent of the federal poverty line if: (a) any member of the household is a current recipient of CalWORKs, CalFresh, general assistance, Medi-Cal, Supplemental Security Income/State Supplementary Payment Program, or California Special Supplemental Nutrition Program for Women, Infants, and Children, or (b) the customer declares under penalty of perjury that the household's annual income is less than 200 percent of the federal poverty level.

## 8. Procedures for Occupants or Tenants to Become Customers of the City.

8.1 Applicability. This Section 8 shall apply only when the property owner, landlord, manager, or operator of a residential service address is listed as the customer of record and has been issued a notice of intent to discontinue water service due to nonpayment.

8.2 Agreement to City Terms and Conditions of Service. The City will make service available to the actual residential occupants if each occupant agrees to the terms and conditions of service and meets the requirements of the City's rules and regulations. Notwithstanding, if one or more of the occupants are willing and able to assume responsibility for the subsequent charges to the account to the satisfaction of the City, or if there is a physical means, legally available to the City, of selectively discontinuing service to those occupants who have not met the requirements of the City's rules and regulations, the City shall make service available to the occupants who have met those requirements.

8.3 Verification of Tenancy. To be eligible to become a customer without paying the amount due on the delinquent account, the occupant shall verify that the delinquent account customer of record is or was the landlord, manager, or agent of the dwelling. Verification may include, but is not limited to, a lease or rental agreement, rent receipts, a government document indicating that the occupant is renting the property, or information disclosed pursuant to Section 1962 of the Civil Code, at the discretion of the City.

8.4 Methods of Establishing Credit. If prior service for a period of time is a condition for establishing credit with the City, residence and proof of prompt payment of rent for that period of time is a satisfactory equivalent.

8.5 Deductions from Rental Payment. Pursuant to Government Code Section 60371(d), any occupant who becomes a customer of the City pursuant to this Section 8 and whose periodic payments, such as rental payments, include charges for residential water service, where those charges are not separately stated, may deduct from the periodic payment each payment period all reasonable charges paid to the City for those services during the preceding payment period.

9. **Third Party Notification Service for Seniors and Dependent Adults**. The City will make available, to residential customers who are 65 years or older, or who are dependent adults (as defined in Welfare and Institutions Code Section 15610(b)(1)), a third-party notification service whereby the City will attempt to notify a person designated by the customer to receive notification when the customer's account is past-due and subject to termination. The notification will include information on what is required to prevent termination of service. The City will mail the notification to the designated third party at least ten (10) days before termination of service. To participate, the customer must submit a request for third-party notification on a form provided by the City, and must include the written consent of the designated third party. The notification service does not obligate the third party to pay any overdue charges, nor shall it prevent or delay termination of service.

10. **Other Remedies.** In addition to discontinuation of water service, the City may pursue any other remedies available in law or equity for nonpayment of water service charges, including, but not limited to: securing delinquent amounts by filing liens on real property, filing a claim or legal action, or referring the unpaid amount to collections. In the event a legal action is decided in favor of the City, the City shall be entitled to the payment of all costs and expenses, including attorneys' fees and accumulated interest.

11. **Discontinuation of Water Service for Other Customer Violations.** The City reserves the right to discontinue water service for any violations of City ordinances, rules, or regulations other than nonpayment.

12. **Fees and Charges Incurred.** Except as otherwise expressly stated in this Policy, any fees and charges incurred by a customer under any other rules, regulations, or policies of the City, including, but not limited to, delinquent charges, shall be due and payable as set forth therein.

13. **Decisions by City Staff.** Any decision which may be taken by the City's Administrative Services Director under this Policy may be taken by his or her designee.