AGENDA

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

February 10, 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.

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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 Nathaniel Rodriguez of Infinite Center Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. PRESENTATIONS

3.1 Proclamation February 2026 as American Heart Month
Recommendation: The City Council proclaim February 2026 as American Heart Month.

4. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

5.2 CORRESPONDENCE

5.3 APPOINTMENTS

5.4 CITY COUNCIL COMMITTEE REPORTS

5.5 CITY COUNCIL TREASURE'RS 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 Regular City Council Meeting of December 9, 2025.
Recommendation: Approve the meeting minutes of the Regular City Council Meeting of December 9, 2025.

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

6.3 Receive and File Notice of Application for FY27 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant
Recommendation: Receive and file the application submitted by the Banning Police Department to the California Office of Traffic Safety (OTS) for the FY27 Selective Traffic Enforcement Program (STEP) Grant.

6.4 Receive and file the application submitted for the FY26 Emergency Management Department State Homeland Security Program (SHSP) grant
Recommendation: Receive and file.

6.5 Parks and Recreation Report of Monthly Activities through the 2nd Quarter of Fiscal Year 2025/2026 - December 2025
Recommendation: Receive and file.

6.6 Consideration of Resolution 2026-19, to Authorize the City Manager to Execute Amendment No. 1 to the Reimbursement Agreement with SFPP, L.P., a Delaware Limited Partnership, for additional Costs Associated with the Relocation of Pipeline Facilities owned and Operated by SFPP in Relation to the Sun Lakes Boulevard Extension Project.

Recommendation: Approve Resolution 2026-19

6.7 Approve Resolution 2026-32, Awarding a Professional Services Agreement for Design Services for the Upgrade of the Intersection of Wilson Street and 12th Street to TKE Engineering, Inc. in the amount of $41,665 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $45,831.50.
Recommendation: Approve Resolution 2026-32

6.8 Consideration of Resolution 2026-33, Amending the Classification and Compensation Plan, Position Reclassification (Accountant)
Recommendation: Adopt Resolution 2026-33.

7. PUBLIC HEARINGS

8. REPORTS OF OFFICERS

9. DISCUSSION ITEMS/ACTION ITEMS

9.1 Discussion of the 2025 Development Impact Fee Study, Maximum Justifiable Rates and City Council's Direction for Final Rates for Approval.
Recommendation: Provide direction to staff on Development Impact Fee Rates.

10. CLOSED SESSION

10.1 **Conference with Labor Negotiator Pursuant to Government Code Section 54957.6**
Agency Designated Representative: HR Director Lisa Rossi or her designee. Unrepresented Potential Employee: City Manager.

10.2 **Public Employee Appointment/Employment Pursuant to Government Code Section 54957** Title: City Manager.

11. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

12. ITEMS FOR FUTURE AGENDAS

12.1 **NEW ITEMS**
1. Update Outdated Billboard on Sunset St. (Flynn) January 2026
2. Continue Food Truck Festival (Barrington) January 2026

12.2 **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
6. Revise Manual of Procedural Guidelines, Article 10.3 (c) (Flynn) December 2025
7. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025
8. Cannabis Warehouse Moratorium (New Facilities Only) (Barrington) December 2025

13. ADJOURNMENT

Next Regular Meeting – February 24, 2026

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- 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.
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- La función de chat estará deshabilitada para todas las Reuniones del Ayuntamiento en Zoom.

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Vickie Sellers

Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

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Public Comment

Agenda Items

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

Non-Agenda Items

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

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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:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**February 10, 2026**
SUBJECT:	**Proclamation February 2026 as American Heart Month**

RECOMMENDATION:

The City Council proclaim February 2026 as American Heart Month.

BACKGROUND:

Since December of 1963, February each year has been named American Heart Month to promote awareness of cardiovascular disease.

JUSTIFICATION:

Providing awareness and outreach for important causes, such as Cardiovascular Disease

FISCAL IMPACT:

None

ALTERNATIVES:

None Provided

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Proclamation - Febrary 2026 - American Heart Month.pdf

CITY OF BANNING
OFFICE OF THE MAYOR

Proclamation

WHEREAS *in the United States, cardiovascular disease, including heart disease, stroke and high blood pressure, is responsible for one out of every four deaths annually; and*

WHEREAS *cardiovascular disease is the number one killer of both men and women, and people of most racial and ethnic groups; and*

WHEREAS *cardiovascular disease costs the US health care system hundreds of billions annually with estimates around $417 billion in medical costs and lost productivity between 2021 and 2022; and*

WHEREAS *in acknowledgement of the importance of the ongoing fight against cardiovascular disease, the Congress of the United States, by joint resolution on December 30, 1963, requested the President of the United States issue an annual proclamation designating February as "American Heart Month"; and*

WHEREAS *the City of Banning understands the importance of education and outreach on the importance of combatting this disease; and*

WHEREAS *the City of Banning's Parks and Recreation Department will be performing heart healthy outreach throughout the month of February 2026; and*

WHEREAS *the parking lot lights in the Community Center will be lit up Red for the month of February as part of the Department's outreach efforts.*

NOW THEREFORE*, the City Council of the City of Banning do hereby proclaim and designate the Month of February 2026, as* ***AMERICAN HEART MONTH***

BE IT PROCLAIMED *this 10th day of February 2026.*

_____

Richard Royce, Mayor

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**February 10, 2026**
SUBJECT:	**Consideration and Approval of the meeting minutes of the Regular City Council Meeting of December 9, 2025.**

RECOMMENDATION:

Approve the meeting minutes of the Regular City Council Meeting of December 9, 2025.

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 12 09_City Council_Regular Meeting_DRAFT.pdf

MINUTES

CITY COUNCIL - REGULAR MEETING
CITY OF BANNING, CALIFORNIA

December 9, 2025
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

The following information comprises the 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:	Phaedra Norton, Assistant City Attorney Arturo Vela, Interim City Manager Vickie Sellers, City Clerk Sandra Calderon, Deputy City Clerk

1. CALL TO ORDER -5:12 p.m.

1.1 **INVOCATION**

Performed by Pastor Eric Wade from of Sunrise Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

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

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

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

3. PRESENTATIONS

None

DRAFT

4. REPORT ON CLOSED SESSION

Phaedra Norton, Assistant City Attorney reported that there was no action to report from the closed session items 3.1 through 3.5.

5. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

5.1 PUBLIC COMMENTS

- **Patricia Molina** expressed concerns about high utility bills and the City's responsibility for errors in the billing system.
- **Lynnea Hagan** expressed concerns about the persistent smell from a marijuana facility on Hathaway and Westward.
- **Oleg Ivociuk**, President of Banning Chamber of Commerce, thanked the City and volunteers for the successful Christmas parade and invited new members to join the Chamber.

5.2 CORRESPONDENCE

None was received

5.3 APPOINTMENTS

Annual City Council Reorganization

ELECTION OF MAYOR

Council Member Flynn nominated Council Member Royce
Council Members Royce and Wallace nominated Council Member Miller

Motion to Close Nominations.

Motion by Council Member Royce
Seconded by Council Member Miller

Selection of Mayor:

Barrington, Cynthia	Royce
Flynn, Sheri	Royce
Miller, Leroy	Royce
Royce, Richard	Royce
Wallace, Colleen	Miller

Council Member Royce was selected as Mayor for a one-year term.

ELECTION OF MAYOR PRO TEM

Council Member Barrington nominated Council Member Miller.
Council Member Flynn nominated Council Barrington

Motion to Close Nominations.

Motion by Council Member Miller
Seconded by Council Member Flynn

Selection of Mayor Pro Tem:

Barrington, Cynthia	Barrington
Flynn, Sheri	Barrington
Miller, Leroy	Miller

DRAFT

Royce, Richard	Barrington
Wallace, Colleen	Miller

Council Member Barrington was selected as Mayor Pro Tem for a one-year term.

Parks and Recreation Commission Appointment - Position 4, term ending January 31, 2027.

A motion to appoint Rita Chapparosa to the Banning Parks and Recreation was made by Council Member Wallace, seconded by Mayor Pro Tem Barrington. Motion carried unanimously 5-0.

5.4 CITY COUNCIL COMMITTEE REPORTS

- Council Member Wallace reported on the RCA Director's Meeting and attended a joint commission meeting for SCAG, discussing transportation, economic development, and housing elements.
- Council Member Flynn attended WRCOG meetings and reported on shifting funds from Highland Springs I-10 improvements to the Pennsylvania overpass project in Beaumont.
- Mayor Pro Tem Barrington reported on handing out meals before Thanksgiving with La Villa Burger.
- Council Member Miller attended an RTA meeting and the Pass Agency Water Board meeting. He noted a successful Shop with Santa pancake breakfast, a toy giveaway by the DA and Banning PD, and the Christmas parade.

5.5 CITY TREASURER'S REPORT

Sue Savage, City Treasurer reported on access restrictions and raised concerns about financial transparency and oversight. She highlighted the removal of her access to City Hall resources.

She presented a year-over-year comparison of financial figures

- Significant decreases in Wells Fargo and LEIF accounts.
- A total cash and investments decrease of $16,990,000.
- A $6,750,000 decrease in bond accounts.
- A total decline of $23,741,000 over the year.

The Treasurer stated that staff continues to deny online access to key accounts, hindering oversight. The report warned of potential overspending and structural deficits in the coming months.

The Treasurer requested immediate actions from the Council:

1. Restore access to City Hall resources.
2. Provide online access to key financial accounts.
3. Order a prompt and impartial investigation into allegations of improper conduct.
4. Produce a six-month stabilization plan

5.6 CITY MANAGER'S REPORT

Art Vela, Interim City Manager addressed the Treasurer's comments, standing behind the decision to remove her office access. He stated that the City is committed to providing a safe environment for staff and do not validate numbers provided by the treasurer. The City Manager clarified access to various accounts and committed to creating a recovery plan once the City's books are up to date.

The City Manager explained the issues with the utility billing system and the plan to expedite recovery. The City is not issuing late fees or shutoffs during this catch-up period and will work with customers on payment plans. The City Manager reported that the PD and Code Enforcement have been directed to be more aggressive on cannabis enforcement and tagged one facility for code violations.

DRAFT

The City Manager announced the opening of bids for the Sun Lakes Boulevard Extension Project and the near completion of the City CNG station.

5.7 CITY ATTORNEY'S REPORT

The City Attorney reviewed sections of the City Council Manual, emphasizing points of order, member courtesy, and public decorum.

6. CONSENT ITEMS

6.1 Consideration and Approval of the meeting minutes of the April 22, October 28 and November 12, 2025, City City Council meetings.

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

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

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

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

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

6.7 Public Works Capital Improvement Project Tracking List

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

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

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

6.11 Consideration of Resolution 2025-168, Approving a Human Resources Director Employment Agreement

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

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

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

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

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

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

Item 6.15 was pulled by Mayor Pro Tem Barrington.

Mayor Royce opened public comments on items not pulled.

- **Frank Connelly** is seeking financial clarification for item 6.8 on a $17,671 deficit shown in the obligation payment schedule and wants to understand the process for covering or accounting for that shortfall.

- **Jim Tickmeyer** congratulated the City on receiving a $2,000 donation from Sun Lakes Charitable Contributions, thanked Sun Lakes for their support, and noted the funds will benefit the City's Senior Center.

Council Member Wallace motion to approve items not pulled, seconded by Council Member Flynn. Motion passed 5.0.

Mayor Royce closed public comments.

Mayor Pro Tem Barrington wanted to continue 6.15 because local businesses were not properly considered, prompting a discussion regarding the agreement for homeless encampment cleanup and illegal dumping.

Mayor Royce opened public comments.

A member of the public requested the city consider local trash and hazardous removal business Junk Buddies

- **Frank Connelly, John Hagen, Ruben Felix and Oleg Ivaschuk** raised concerns about the selected company's safety record, OSHA violation, and out-of-state headquarters.

Mayor Royce closed public comments.

Council Member Flynn motion to accept resolution 2025-172 awarding the agreement to Clean Harbor Environmental Services, Seconded by Council Member Wallace.

Motion passed with a vote of 3-2 (Mayor Royce and Council Member Wallace voted no)

7. PUBLIC HEARINGS

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

David Newell, Community Development Director, introduced Ordinance 1614 to repeal and replace Chapter 12.32 regarding the house numbering system and Resolution 2025-165 to approve the citywide addressing policy. The existing ordinance, based on a manual procedure using Ramsey Street and San Gregorio Avenue as the center point, is outdated and lacks GIS technology. The proposed ordinance aims to modernize the process, improve address visibility, support emergency dispatch, integrate with online permitting and utility billing, and maintain a clean master address database. Ordinance 1614 provides administrative authority for assigning and modifying addresses, visibility standards, assignment rules, database maintenance procedures, and council authority to adopt address-related fees. The resolution provides technical details for numbering increments, addressing multi-unit properties and ADUs, posting standards, naming conventions, and a verification workflow coordinating with various departments. Benefits include a uniform system, faster emergency response, consistency in the online portal, better coordination with the Postal Service and Fire Department, and standardized addressing for ADUs and large developments. The Council can adopt either the ordinance or the policy or decline both.

Councilmember Flynn inquired about the fiscal impact, clarifying that costs would be recovered from applicants requesting changes or new addresses.

The Ordinance addresses both new and existing developments, with new developments conditioned through the entitlement process and existing developments addressed through the resolution. Current addresses would not be affected.

Mayor Royce opened the Public Hearing at 6:48 p.m.

No Public Comments

Mayor Royce closed the Public Hearing at 6:48 p.m.

DRAFT

A motion to waive first reading of Ordinance 1614 Repealing and Replacing Chapter 12.32 (House Numbering System), and Adoption of Resolution No. 2025-165 Approving the Citywide Addressing Policy was made by Mayor Pro Tem Barrington, Seconded by Council Member Wallace. Motion carried unanimously 5-0.

8. DISCUSSION ITEMS/ACTION ITEMS

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

Acting Captain Smith presented Resolution 2025-164 for the purchase of 45 Axon Taser 10 electronic control devices, accessories, storage, and virtual reality training equipment. The Banning Police Department transitioned to the Axon Taser X-2 in 2013, which allowed for multiple cartridges. The Taser 10 increases standoff range from 25 feet to 45 feet and shot capacity from two cartridges to 10 individually fired probes. It features an advanced green laser targeting system and an auditory warning system. The current X2 devices are at the end of their life cycle. The purchase includes virtual reality training with two VR goggles for officers to use for interactive training. The purchase will utilize Fund 148, the Supplemental Law Enforcement Fund, with a balance of $359,990. The total purchase cost is $282,338.63, paid in five annual payments starting in February 2026. The purchase includes accessories, training aids, and training for instructors. The department will trade in old X2 devices for credit. The contract includes set cartridge delivery dates, with replacements provided as needed. Key reasons to upgrade include enhanced officer safety, superior effectiveness, reduced liability, better documentation, improved weather resistance, and VR training. The contract locks in current pricing for 60 months and ensures ongoing support.

The TASER Rep clarified that the classification is due to the firing pin and that legislation is underway to declassify it. Acting Captain Smith stated that non-sworn personnel will not receive the Taser 10 until it is decertified or they receive certification. Smith stated that the funds are from the state.

Mayor Royce opened public comments.

- **Stuart McKenzie** shared an account of a past police incident in the Bay Area involving he accidental shooting of Oscar Grant. He urged the City to ensure officers receive proper training and use of tasers to prevent tragedies.
- **Juanita Diaz** expressed support for additional police training but asked how much the training would cost the City and whether the expense would be brought before the Council for consideration.

Mayor Royce closed public comments.

Council Member Flynn motion to approve resolution 2025-164, Seconded by Council Member Miller. Motion carried unanimously 5-0.

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

The City Council discussed the MOU between the Cities of Banning, Beaumont, Calimesa, and the Morongo Band of Mission Indians to collaborate and continue discussions towards the formulation of a joint powers authority for animal control services. The City approved a facility assessment on the City's animal shelter. The Cities have been in communication via subcommittee meetings and recognize that a possible long-term solution would be to form a JPA. A site visit to Animal Friends of the Valleys in Wildomar was conducted. The proposed non-binding MOU is an initial commitment to continued dialogue. The MOU does not create binding financial obligations but establishes a formal mechanism for cooperation. Objectives include interagency coordination, sharing operational data, identifying service needs, facility capacities, and cost-sharing options. Councilmember Flynn suggested including the county, citing their

expertise and potential for funding. Councilmember Flynn noted that Calimesa and Banning would like to include the County, but Beaumont is more hesitant.

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

Mayor Royce motion to authorize the Interim City Manager to Sign a Non-Binding Memorandum of Understanding (MOU) between the Cities of Banning, Beaumont, Calimesa, and the Morongo Band of Mission Indians with the stipulation that the County of Riverside is also mutually considered. Seconded by Mayor Pro Tem Barrington. Motion carried unanimously 5-0.

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

Michelle Green, who was brought on to help with the Finance Director vacancy on March 25th of 2025, is approaching the 960-hour limit for retired annuitants, expected to be reached around December 19th. To fill the resulting vacancy, Bonnie Johnson will take the Interim Finance Director position on December 22nd of 2025, also limited to 960 hours. This resolution is at the request of CalPERS. The City is continuing to recruit for a permanent finance director.

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

Council Member Wallace motion to adopt resolution 2025-175, and seconded Mayor Pro Tem Barrington. Motion carried unanimously 5-0.

9. REPORTS OF OFFICERS

10. ANNOUNCEMENTS FROM CITY COUNCIL MEMBERS

Council Member Wallace announced a town hall meeting on the fourth Saturday of January at 4 o'clock at Roosevelt Williams Park.

Council Member Miller announced a produce giveaway from the County on Thursday from 9 to 12 o'clock across from City Hall.

11. ITEMS FOR FUTURE AGENDAS

11.1 NEW ITEMS

Council Member Flynn requested the following items for future agendas: a correction in the Banning manual of procedural guidelines regarding abstentions, an update and audit of the sales tax agreement with Diamond Chevrolet, citing concerns about the $3.2 million threshold and the City not receiving sales tax revenue.
Mayor Pro Tem Barrington requested a moratorium on cannabis cultivation warehouses.

Interim City Manager, Art Vela, noted that items number one and three on the previous list were being removed. Councilmember Flynn requested an update on the anti-camping ordinance.

11.2 EXISTING ITEMS

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

12. ADJOURNMENT

DRAFT

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

The meeting was adjourned at 7:32 p.m. Next Regular Meeting Tuesday, January 13 2025 at 5:00 p.m.

Minutes prepared by:

Sandra B. 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).

The entire discussion of this meeting may be viewed here:
https://banningca.granicus.com/player/clip/272?view_id=1&redirect=true

DRAFT

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:	**February 10, 2026**
SUBJECT:	**Public Works Capital Improvement Project Tracking List**

RECOMMENDATION:

Receive and file

BACKGROUND:

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

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

JUSTIFICATION:

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

FISCAL IMPACT:

Not applicable

ALTERNATIVES:

Not applicable

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. CIP_PROJECT_STATUS.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	Kick Off Meeting held on 1/26/26. Issue Notice to Proceed for 3/2/26	Begin Kinder Morgan Relocation and Construction of the Reinforced Concrete Boxes at the Smith Creek crossings	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	25%	Project Approved for Funding by the State. Project Awarded.	Construction in progress. Ramsey and 16th St intersection construction	Pre-Construction review meeting with Caltrans.	4/17/26	$ 596,850
Streets	2023-09	HSIP Upgrade 17 Traffic Signals Hardware	PS&E	90%	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	30%	Project approved for funding by Caltrans	Project design underway	60% 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	Project CC award to TKE on 2/10/26	Project Kick Off Meeting	9/30/26	$ 277,000
Streets	2023-05	San Gorgonio/UPRR Pedestrian Crossing	Design	95%	Amendment 2 CC Approval. 65% Plans complete	Final Plans approved by UPRR, CUPC and Caltrans. GO 88-B approved	Approve C&M Agreement. Prepare Bid Documents	8/30/26	$ 230,000
Facility	2021-06	CNG Station	Design-Build	95%	Grading, wall footing, equipment pads and some underground piping. Underground utility installation; coordination with Gas Co., concrete pads, block wall, time fill posts.	Gas company service work, finalizing concrete work, installation of equipment.	Installation of electrical equipment, gas meter set, generator installation, compressor installation	12/31/25	$ 4,888,261
Facility		City Hall Roof Repairs - Phase 2	Design/Bid	10%	Scope identification - Roof/leak repairs on flat roof section over remainder of City Hall	Preparation of RFP	Award, Construction	6/30/26	$ 275,000
Facility	2024-02	City Hall HVAC Replacement	Construction	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 incldluing 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	85%	Project was awarded, a NTP was issued followed by pre-con meeting and submittal reviews.	Charles St - Installation of fencing, power generator and site final grading. Lincoln St - Pump building wall construction, underground electrical conduits and fencing.	Finish installation electrical work inside the pump buildings and final grading for hardscape.	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

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vince Avila, Chief of Police**
MEETING DATE:	**February 10, 2026**
SUBJECT:	**Receive and File Notice of Application for FY27 Office of Traffic Safety (OTS) Selective Traffic Enforcement Program (STEP) Grant**

RECOMMENDATION:

Receive and file the application submitted by the Banning Police Department to the California Office of Traffic Safety (OTS) for the FY27 Selective Traffic Enforcement Program (STEP) Grant.

BACKGROUND:

The Banning Police Department has submitted an application for the FY27 OTS STEP Grant, a competitive state grant designed to reduce traffic-related injuries and fatalities through data-driven enforcement, education, and public awareness.

JUSTIFICATION:

The OTS STEP Grant supports targeted traffic safety efforts addressing impaired driving, speeding, distracted driving, and pedestrian safety—key issues affecting the City of Banning due to high traffic volumes and regional travel patterns. Participation in this program allows the Police Department to enhance enforcement, training, and outreach efforts while leveraging regional partnerships to improve roadway safety.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund associated with receiving and filing this grant application. Grant funding, if awarded, will be administered in accordance with OTS requirements and subject to future City Council approval.

ALTERNATIVES:

Reject and provide staff with alternate direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. FY27 STEP Application.pdf

Application Information

Application No: 27-007734

Application Type:	STEP	Agency (City or County):	Banning	Department (Police Dept, DA Office, etc):	Banning Police Department
Authorized Representative:	Brandon Smith	Additional Contact Email:	yvaca@banningca.gov	DUNS/SAM Number:	T9ZPMCBNFZC8
DUNS/SAM Expiration Date:		DUNS/SAM Registered Address:	125 East Ramsey Street	DUNS/SAM City:	Banning
DUNS/SAM ZIP+4:	92220-4839				

Application Summary

Grants Made Easy Application Titles and Descriptions are pre-populated. For General Grants, provide the Application Title and Application Description.

Application Title:

Selective Traffic Enforcement Program (STEP)

Application Description:

Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

Problem Statement

Describe the problem(s) to be addressed utilizing current data-driven evidence. Be specific and focus on the issue that is relevant and significant within your community.

1. Describe the city, county, or jurisdiction this grant will impact.

Problem Statement:

The City of Banning is located in Riverside County, California, and serves as a key transportation gateway to Southern California via Interstate 10, which runs directly through the city. Banning is home to approximately 31,000 residents, but its roadway system supports a far larger daily population due to commuter traffic, commercial transportation, and interstate travelers passing through the region.

In addition to freeway traffic, the city is impacted by major infrastructure including the Riverside County Smith Correctional Facility, the Riverside County Superior Court (Banning Justice Center), local schools, commercial districts, and railroad crossings operated by Union Pacific. These facilities generate high traffic volumes and create congestion points that increase crash risk, particularly during peak hours and special events. Traffic incidents within the city often require coordinated responses involving local law enforcement, neighboring agencies, CAL FIRE, and AMR ambulance services to manage collisions, injuries, and roadway closures.

The combination of high-speed interstate traffic, unfamiliar drivers, local commuter patterns, and vulnerable road users creates a complex and challenging traffic environment. To effectively address these challenges, the Banning Police Department relies on strong regional partnerships, including collaboration with the Riverside County Sheriff's Office – Cabazon Station, the Beaumont Police Department, and participation in the Valley Motor Enforcement Team (VMET). These partnerships allow the Department to leverage shared resources and conduct large-scale, highly visible enforcement operations that enhance traffic safety not only within Banning but throughout the surrounding region. The FY27 OTS STEP Grant will directly benefit the City of Banning by supporting enforcement and education strategies designed to improve driver behavior, protect pedestrians and bicyclists, and enhance overall roadway safety for residents, workers, and visitors alike.

2. Describe the problem(s) to be addressed, supported by current crash and/or other relevant data. (most recent calendar year data/stats)

Problem Statement:

The City of Banning continues to experience significant traffic safety challenges driven by impaired driving, speeding, distracted driving, and conflicts involving pedestrians and bicyclists. Located along Interstate 10, Banning is exposed to a high volume of through traffic, including out-of-area and out-of-state drivers unfamiliar with local roadways. When collisions occur on the freeway, traffic frequently diverts onto city streets, increasing congestion, driver frustration, and the likelihood of crashes involving alcohol impairment, excessive speed, failure to yield, and distracted driving behaviors.

Local crash data consistently shows that alcohol-involved driving, speeding, and failure to obey traffic control devices remain primary contributing factors in injury collisions within the city. Pedestrian and bicycle safety is also a growing concern, particularly near schools, commercial corridors, and areas impacted by freeway diversion traffic. These locations experience increased exposure during peak travel hours and enforcement periods, placing vulnerable road users at elevated risk of serious injury or death.

Without sustained, highly visible enforcement and targeted education efforts, these crash trends are likely to continue. Accurate identification of primary crash factors is essential to reducing traffic-related injuries and fatalities, and the Department's ability to analyze serious and fatal collisions can be enhanced through the use of modern investigative tools that support enforcement and accountability. The FY27 OTS STEP Grant will address these issues through data-driven enforcement operations focused on impaired driving, primary crash factors, distracted driving, seat belt compliance, motorcycle safety, and pedestrian and bicycle safety. These strategies, combined with public awareness and media outreach, are critical to reducing traffic-related injuries and fatalities in the City of Banning.

3. Define the target population the grant intends to serve and how they are affected by the problem(s). If the target population includes any at-risk populations, please include how this traffic safety grant will serve them.

Problem Statement:

The target population for the FY26 OTS STEP Grant includes all motorists, pedestrians, and bicyclists traveling within the City of Banning, with a particular focus on individuals and groups most at risk for traffic-related injuries and fatalities. This includes local residents, commuters, commercial drivers, and out-of-area and out-of-state motorists traveling through the city via Interstate 10 who may be unfamiliar with local roadways and traffic patterns.

At-risk populations served by this grant include pedestrians, bicyclists, motorcyclists, young drivers, older adults, and occupants of vehicles not properly restrained. Pedestrians and bicyclists are especially vulnerable near schools, commercial corridors, and areas impacted by freeway diversion traffic, where higher speeds and failure-to-yield violations increase the risk of serious injury or death. Motorcyclists face elevated risk due to limited protection and higher exposure in mixed-traffic environments, while young drivers are more likely to engage in distracted driving and risky behaviors. Older adults may be disproportionately impacted by crashes due to increased injury severity and slower response times.

Additionally, impaired drivers and distracted drivers pose a significant danger to all roadway users, particularly during nighttime hours and high-traffic periods. The enforcement and education strategies funded by this grant will directly address these risks through high-visibility enforcement, targeted operations focusing on primary crash factors, and public awareness campaigns designed to influence behavior and improve compliance with traffic safety laws.

By prioritizing enforcement and education efforts in high-risk locations and during high-risk times, the FY26 OTS STEP Grant will reduce dangerous driving behaviors, increase compliance with traffic laws, and enhance safety for the most vulnerable populations while improving overall roadway safety throughout the City of Banning.

Traffic Data Summary:

City Applicants: Complete the table below using the most current local data and update the 20XX years in the table (do not use the OTS Rankings).

County or State Applicants: Complete the table below using TIMS data and update the 20XX years in the table.

Crash Type	**20XX**				**20XX**				**20XX**			
	Crashes		**Victims**		**Crashes**		**Victims**		**Crashes**		**Victims**	
Fatal												
Injury												
	Fatal	**Injury**	**Killed**	**Injured**	**Fatal**	**Injury**	**Killed**	**Injured**	**Fatal**	**Injury**	**Killed**	**Injured**
Alcohol - Involved												
Hit & Run												
Nighttime (2100-0259 hours)												
Top 3 Primary Crash Factors									**Fatal**	**Injury**	**Killed**	**Injured**
#1 -												
#2 -												
#3 -												

Proposed Solution

Strategies:

The Banning Police Department will address traffic safety challenges through a coordinated approach that combines enforcement, education, and collaboration with regional partners. Using data-driven analysis to identify high-risk locations, times, and primary crash factors, the Department will deploy targeted enforcement operations focused on impaired driving, speeding, distracted driving, and violations impacting pedestrian, bicycle, and motorcycle safety. When serious or fatal collisions occur, the Department will utilize enhanced collision investigation capabilities to accurately identify contributing factors such as speed, impairment, and seat belt usage, ensuring enforcement efforts are supported by objective and reliable evidence. High-visibility enforcement and public awareness campaigns will be used to maximize deterrence and reinforce safe driving behaviors throughout the community.

The Department will collaborate closely with neighboring law enforcement agencies, including the Riverside County Sheriff's Office – Cabazon Station and the Beaumont Police Department, to conduct joint enforcement operations and share information related to traffic safety trends and problem areas. In addition, the Banning Police Department participates in the Valley Motor Enforcement Team (VMET), a regional traffic enforcement partnership that includes the Banning Police Department, Beaumont Police Department, Palm Springs Police Department, Cathedral City Police Department, Desert Hot Springs Police Department, Indio Police Department, and the Riverside County Sheriff's Office. Through VMET, agencies combine resources and personnel to conduct large-scale, highly visible traffic enforcement operations across participating jurisdictions.

Upcoming VMET operations within the City of Banning will deploy more than 30 motor and traffic officers to conduct targeted enforcement focusing on primary crash factors such as speeding, failure to yield, distracted driving, and unsafe motorcycle operation. These collaborative efforts significantly increase enforcement capacity, enhance visibility, and strengthen the deterrent effect beyond what any single agency could achieve independently.

The Department will also coordinate with local emergency response partners that routinely handle traffic collisions and injury incidents within the city, including CAL FIRE and AMR ambulance services. This coordination supports timely response, safe scene management, and reinforces the shared goal of reducing traffic-related injuries and fatalities in the City of Banning.

Agency Qualifications:

The Banning Police Department has the resources, experience, and organizational structure necessary to effectively manage and implement the FY27 OTS STEP Grant. The Department has a proven history of successfully administering OTS grants, including STEP and TRIP funding, and has consistently met grant objectives, complied with reporting requirements, and managed grant-funded activities within established timelines.

Staffing levels are adequate to complete the requested grant activities. The Department currently maintains a dedicated full-time traffic officer assigned to traffic enforcement and grant-related activities. During the FY26 grant cycle, the Department will add a second motor officer who has had some of his training funded through prior-year OTS STEP grants. This additional position will significantly enhance the Department's traffic enforcement capacity and support ongoing efforts to address impaired driving, primary crash factors, and overall traffic safety concerns within the City. Traffic and motor officers assigned to grant activities are trained in advanced collision investigation techniques and will use investigative tools to support enforcement actions related to impaired driving and other primary crash factors. These officers are supported by trained patrol personnel who assist with DUI checkpoints, saturation patrols, traffic enforcement operations, and public awareness initiatives. Regional partnerships with the Riverside County Sheriff's Office, Beaumont Police Department, and participation in the Valley Motor Enforcement Team (VMET) further strengthen enforcement capabilities through collaborative operations.

The Program Manager assigned to this grant has experience overseeing OTS-funded programs and is responsible for coordinating enforcement activities, tracking performance measures, ensuring compliance with grant requirements, and submitting timely reports to OTS. Program staff are trained in data-driven enforcement strategies, grant documentation, and public outreach requirements. Officers assigned to grant-funded activities receive ongoing specialized training, including NHTSA Standardized Field Sobriety Testing (SFST), Advanced Roadside Impaired Driving Enforcement (ARIDE), and other traffic safety-related training, ensuring enforcement efforts are conducted effectively and professionally.

Fiscal oversight of the grant will be managed by qualified City finance staff with experience administering state and federal grant funds. Fiscal staff are responsible for monitoring expenditures, processing reimbursements, maintaining accurate financial records, and ensuring compliance with all OTS fiscal reporting and audit requirements. Close coordination between program and fiscal staff ensures accountability and effective grant management throughout the grant period.

The City of Banning follows established municipal procurement policies and procedures for contract approval and grant acceptance. All OTS grant agreements are submitted annually to the City Council for review and approval, a process that has been successfully completed each year for this grant. Once approved by Council, the estimated timeframe to complete contract procurement and receive an approved agreement or purchase authorization is approximately 30 to 60 days, depending on the scope of the contract or purchase. These established procedures ensure transparency, compliance, and timely implementation of grant activities.

Community Collaboration and Engagement

Provide a description of the community collaboration and engagement activities that will be conducted and/or participated in by your department to address traffic safety. Community collaboration and engagement allows for the appropriate department personnel to engage in conversations to both share information and receive input from the community members regarding traffic safety.

Community Collaboration and Engagement:

The Banning Police Department will address traffic safety through ongoing community collaboration and engagement efforts designed to encourage open dialogue, share information, and receive direct input from community members. Community collaboration will occur through participation in and facilitation of public meetings, including City Council meetings, community forums, and town hall–style meetings where traffic safety concerns are raised by residents, business owners, and other stakeholders.

During these meetings, department personnel will actively engage with community members to listen to concerns related to speeding, impaired driving, pedestrian safety, school zone traffic, and other traffic-related issues affecting neighborhoods throughout the city. Feedback received from the community will be documented and used to help identify problem areas, prioritize enforcement locations, and guide data-driven traffic enforcement and education efforts funded through the OTS STEP Grant.

In addition to participating in existing public meetings, the Department may organize community meetings specifically focused on traffic safety to provide residents an opportunity to discuss concerns, learn about traffic laws, and better understand enforcement strategies. These meetings will allow for two-way communication, ensuring the community is informed of ongoing traffic safety initiatives while providing the Department with valuable insight into emerging issues and neighborhood-specific concerns.

By incorporating community input into enforcement planning and maintaining transparency through public engagement, the Banning Police Department will strengthen trust, increase awareness of traffic safety issues, and foster collaborative solutions that improve roadway safety for residents and visitors alike. Information gathered from collision investigations will also be used to inform community discussions and address resident concerns related to speeding, impaired driving, and traffic safety in affected neighborhoods.

Goals

Description
Reduce the number of persons killed in traffic crashes.
Reduce the number of persons injured in traffic crashes.
Reduce the number of pedestrians killed in traffic crashes.
Reduce the number of pedestrians injured in traffic crashes.
Reduce the number of bicyclists killed in traffic crashes.
Reduce the number of bicyclists injured in traffic crashes.
Reduce the number of persons killed in alcohol-involved crashes.
Reduce the number of persons injured in alcohol-involved crashes.
Reduce the number of persons killed in drug-involved crashes.
Reduce the number of persons injured in drug-involved crashes.
Reduce the number of persons killed in alcohol/drug combo-involved crashes.
Reduce the number of persons injured in alcohol/drug combo-involved crashes.
Reduce the number of motorcyclists killed in traffic crashes.
Reduce the number of motorcyclists injured in traffic crashes.
Reduce hit & run fatal crashes.
Reduce hit & run injury crashes.
Reduce nighttime (2100 - 0259 hours) fatal crashes.
Reduce nighttime (2100 - 0259 hours) injury crashes.
Custom Description

Objectives

Target Number	Description
1	Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.
12	Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.
12	Develop (by December 31) and/or maintain a “DUI BOLO” program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the “DUI BOLO” program.
4	Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.
0	Conduct Illegal Street Racing and Modified Vehicle training classes for law enforcement personnel.

Included	Target Number	Description

Yes	2	Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.
Yes	4	Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
Yes	1	Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).
Yes	1	Send law enforcement personnel to the DRE Recertification training.
No	0	Send law enforcement personnel to SFST Instructor training.
No	0	Send law enforcement personnel to DRE Instructor training.
Yes	4	Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.
Yes	10	Conduct DUI Saturation Patrol operation(s).
No	0	Conduct Court Sting operation(s) to cite individuals driving to and from the court after having their driver's license suspended or revoked.
Yes	2	Conduct Warrant Service operation(s) targeting multiple DUI offenders who fail to appear in court.
No	0	Conduct Stakeout operation(s) that employ law enforcement officers to observe repeat DUI offender probationers with suspended or revoked driver licenses.
Yes	12	Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.
Yes	3	Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.
No	0	Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.
No	0	Conduct Nighttime (1800-0559) Click It or Ticket enforcement operation(s).
Yes	2	Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.
Yes	3	Conduct Know Your Limit campaigns with an effort to reach members of the community.
Yes	2	Participate in highly visible collaborative DUI Enforcement operations.
Yes	2	Participate in highly visible collaborative Traffic Enforcement operations.
Yes	1	Send law enforcement personnel to DUI Checkpoint Planning and Management training.
No	0	Conduct specialized enforcement operations focusing specifically on street racing and sideshow activities.
No	0	Identify grant funded, straight time personnel. Include any vacancies or staff changes that have occurred. For any vacancies, include the status of filling the vacancy.
Yes	2	Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.
No	0	Utilize the oral fluid drug screening device at roadside to assist with identifying drug use during DUI investigations. Report on the use, accomplishments, or challenges associated with the use of the oral fluid drug screening device.
Yes	4	Send law enforcement personnel to a POST certified implicit bias training, such as; Implicit Bias and Community Policing, Principles Policing, or Beyond Bias.

Included	Target Number	Custom Description

Method of Procedure

Phase 1 - Program Preparation:

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

Phase 1 - Program Preparation Addendum:

Phase 2 - Program Operations:

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.

- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and FAQs .
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

Phase 2 - Program Operations Addendum:

Phase 3 - Data Collection:

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)

2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

Phase 3 - Data Collection Addendum:

Budget

Personnel Costs

Hourly Rates - When requesting hours for personnel, enter them as straight time or overtime (for Enforcement Overtime, please use section below) and include the amount of hours that they will spend on grant operations. Example: Personnel getting paid 100% by the grant working a full year at $41.00 per hour would be entered as Straight time, 2080 Units, $41.00 Unit cost or Rate, and 100% Percent Paid by Grant. This gives a total of $85,280.00 for the year.

Benefits – If requesting benefits for personnel, enter all benefits as a separate line item for each. Start the Item Name with the word 'Benefits', enter the corresponding straight time or overtime total amount in the Unit Cost or Rate, and enter the Benefits Rate to have the system calculate Benefit Costs. (Unit Cost) X (Benefits Rate) = Benefit Costs. To properly relate benefits to the correct personnel line item use the Display Order field, for example use 100.0 for Display Order for the personnel line item and 100.1 for Display Order for the associated Benefits.

Display Order	Cost Category	Item Name	Position Type	Benefit Rate	Unit Cost or Rate	Units	Percent Paid by Grant	Calculated Cost to Grant
100.0	A. Personnel Costs	Lieutenant Grant Administration Duties	Overtime		$141.10	40	100.00%	$5,644.00
101.0	A. Personnel Costs	DUI/DL Checkpoints	Overtime		$12,000.00	4	100.00%	$48,000.00
102.0	A. Personnel Costs	DUI Saturation Patrols	Overtime		$1,890.00	10	100.00%	$18,900.00
103.0	A. Personnel Costs	Warrant Service Operations	Overtime		$4,800.00	2	100.00%	$9,600.00
104.0	A. Personnel Costs	Traffic Enforcement	Overtime		$1,700.00	12	100.00%	$20,400.00
105.0	A. Personnel Costs	Distracted Driving	Overtime		$1,700.00	3	100.00%	$5,100.00
106.0	A. Personnel Costs	Pedestrian and Bicycle Enforcement	Overtime		$1,700.00	2	100.00%	$3,400.00
107.0	A. Personnel Costs	Traffic Safety Education	Overtime		$1,100.00	4	100.00%	$4,400.00
108.0	A. Personnel Costs	Know Your Limit	Overtime		$2,200.00	3	100.00%	$6,600.00
109.0	A. Personnel Costs	Collaborative DUI Enforcement	Overtime		$1,890.00	2	100.00%	$3,780.00
110.0	A. Personnel Costs	Collaborative Traffic Enforcement	Overtime		$1,890.00	2	100.00%	$3,780.00
199.0	A. Personnel Costs	Benefits OT		8.00%	$166,016.00	1	100.00%	$13,281.28

Display Order	Cost Category	Enforcement Activity	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant

Personnel Costs: $142,885.28

Travel Expenses

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
200.0	B. Travel Expenses	In-State Travel	$5,500.00	1	$5,500.00

Travel Expenses: $5,500.00

Contractual Services

Do not include brand names or names of specific organizations.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant

Contractual Services: $0.00

Equipment (must have Unit Cost of at least $10,000 including tax and shipping)

Do not include brand names or names of specific organizations.

Please include an equipment quote in the Upload Documents Tab.

NOTE : When creating a new "Equipment" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item,* please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
400.0	D. Equipment	CDR Tool Cable Package	$29,500.00	1	$29,500.00

Equipment: $29,500.00

Other Direct Costs (must have Unit Cost of less than $10,000, including tax and shipping)

Do not include brand names or names of specific organizations.

NOTE : When creating a new "Other Direct Cost" budget item, the *Standard Language Item* drop down list may not be available. When this is the case, complete only the required fields and save the budget item. Once saved, select the *Edit* button (pencil icon); the *Standard Language Item* drop down list will be available for selection. Alternatively, if not requesting a *Standard Language Item,* please utilize the *Custom Narrative* field to enter an appropriate narrative.

Display Order	Cost Category	Item Name	Unit Cost or Rate	Units	Calculated Cost to Grant
500.0	E. Other Direct Costs	DUI Checkpoint Supplies	$6,700.00	1	$6,700.00
501.0	E. Other Direct Costs	Phlebotomist	$700.00	4	$2,800.00

Other Direct Costs: $9,500.00

Indirect Costs

NOTE - Entry for Indirect Cost is different than prior years. Please read instructions carefully.

Item Name should indicate the % and the types of costs subject to the Indirect Cost Rate e.g. 15% of Salaries and Benefits. Enter one Unit Cost equal to the estimated Indirect Costs.

Indirect Cost Rate must be supported by a federally approved indirect cost rate letter and uploaded to the application.

Display Order	Cost Category	Item Name	Units	Unit Cost or Rate	Calculated Cost to Grant

Indirect Costs: $0.00

Total Requested Funding: $187,385.28

Narrative Review

Review and update Narrative for Budget Items

Cost Category	Item	Narrative	Custom Narrative
A. Personnel Costs	Lieutenant Grant Administration Duties		
A. Personnel Costs	DUI/DL Checkpoints		
A. Personnel Costs	DUI Saturation Patrols		
A. Personnel Costs	Warrant Service Operations		
A. Personnel Costs	Traffic Enforcement		
A. Personnel Costs	Distracted Driving		
A. Personnel Costs	Pedestrian and Bicycle Enforcement		
A. Personnel Costs	Traffic Safety Education		
A. Personnel Costs	Know Your Limit		
A. Personnel Costs	Collaborative DUI Enforcement		
A. Personnel Costs	Collaborative Traffic Enforcement		
A. Personnel Costs	Benefits OT		
B. Travel Expenses	In-State Travel		

D. Equipment	CDR Tool Cable Package		To support data-driven traffic safety enforcement, the Banning Police Department seeks funding to purchase a crash data retrieval (CDR) tool to assist with the investigation of serious and fatal traffic collisions. Many modern vehicles store electronic data related to speed, braking, seat belt usage, and other critical factors immediately prior to a crash. Access to this information allows officers to more accurately identify primary crash factors such as impaired driving, speeding, and failure to use safety restraints. The use of a CDR tool will enhance the Department's ability to analyze collisions, support enforcement actions, and develop targeted traffic safety strategies consistent with the goals of the OTS STEP Grant. Improved crash analysis will help identify high-risk behaviors and locations, strengthen case documentation, and reinforce the deterrent effect of enforcement efforts, ultimately contributing to reduced injuries and fatalities on City of Banning roadways.
E. Other Direct Costs	DUI Checkpoint Supplies		
E. Other Direct Costs	Phlebotomist		

Upload Documents (Optional)

Document Name	Update Date/Time
Application Report 2026-01-30 02:06:54.pdf	1/29/2026 6:06 PM

Evaluation, Support, and Submittal

Evaluation, Support, and Submittal

Method of Evaluation:

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

Administrative Support:

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

Total Requested Funding:

$187,385.28

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vince Avila, Chief of Police**
MEETING DATE:	**February 10, 2026**
SUBJECT:	**Receive and file the application submitted for the FY26 Emergency Management Department State Homeland Security Program (SHSP) grant**

RECOMMENDATION:

Receive and file.

BACKGROUND:

The State Homeland Security Program (SHSP), funded by the U.S. Department of Homeland Security, provides grant funding to support prevention, protection, response, and recovery activities related to homeland security threats and hazards. The City of Banning Police Department submitted an application for FY26 SHSP funding to enhance law enforcement capabilities and public safety preparedness.

JUSTIFICATION:

Receiving and filing the FY26 SHSP grant application allows the City to pursue federal homeland security funding to support eligible public safety and preparedness projects without committing City funds. Approval of this item authorizes staff to seek grant funding should it be awarded. Any acceptance of grant funds will be brought back to City Council for approval at a future date.

FISCAL IMPACT:

There is no fiscal impact associated with receiving and filing the grant application. If the grant is awarded, staff will return to City Council to request authorization to accept the funds.

ALTERNATIVES:

The City Council may decline and provide alternate direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. FY26_SHSP_Advanced_Application_-_signed.docx
2. FY26_SHSP_Grants_Management_Assessment_-_signed.docx

CFDA#	97.067	Subaward #	2026-xxxx

RIVERSIDE COUNTY OPERATIONAL AREA
FY26 GRANT ADVANCED APPLICATION FACE SHEET

1a. Agency Name: City of Banning **1b. UEI:** F996EVLCRCG3

2a. Implementing Agency: City of Banning, Police Department **2b. UEI:** T9ZPMCBNFZC8

3. Implementing Agency Address: 125 East Ramsey Street (Street) Banning (City) 92220-4840 (Zip+4)

4. Location of Project: Banning (City) Riverside (County) 92220-4840 (Zip+4)

5. Program Title: State Homeland Security Program **6. Performance / Budget Period:** xx/xx/26 (Start Date) **to** 5/31/28 (End Date)

Project Title	Discipline	Amount Requested	Cash Match	In-Kind Match	Total Match	Total Cost
License Plate Reader Deployment for Inland Border Threat Detection and Enforcement	Law Enforcement	$139,750				$139,750
Community Emergency Response Team (CERT) Training	Law Enforcement	$4,378				$4,378
						$0
						$0
						$0
TOTAL PROJECT COST		**$144,128**				**$144,128**

7. Certification - This Grant Subaward consists of this title page, the application for the grant, which is attached and made a part hereof, and may also include Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Subaward, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Subrecipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Subaward. The Subrecipient accepts this Grant Subaward and agrees to administer the grant project in accordance with the Grant Subaward as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal OES policy and program guidance. The Subrecipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

8. CA Public Records Act - Grant applications are subject to the California Public Records Act, Government Code section 8920 et seq. Do not put any personally identifiable information or private information on this application. If you believe that any of the information you are putting on this application is exempt from the Public Records Act, please attach a statement that indicates what portions of the application and the basis for the exemption. Your statement that the information is not subject to the Public Records Act will not guarantee that the information will not be disclosed.

9. Official Authorized to Sign for Subrecipient:

Name: Arturo Vela Title: Interim City Manager

Telephone: (951) 922-3134 Email: avela@banningca.gov

Payment Mailing Address: 99 East Ramsey Street City: Banning Zip+4: 92220-4840

Signature: Date: 20/01/26

10. Federal Employer ID Number: **95-6000674**

11. Grant Management Point of Contact:

Name: Yvette Vaca Title: Administrative Sergeant

Telephone: (951) 849-1195 Email: yvaca@banningca.gov

FY26 SHSP Advanced Application

Final Audit Report 2026-01-27

Created:	2026-01-20
By:	Sol Avila (savila@banningca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAXhcfMrtDeYGs9t526pAaIYTvhTUYh6c

"FY26 SHSP Advanced Application" History

Document created by Sol Avila (savila@banningca.gov)
2026-01-20 - 11:04:15 PM GMT

Document emailed to Art Vela (avela@banningca.gov) for signature
2026-01-20 - 11:04:19 PM GMT

Email viewed by Art Vela (avela@banningca.gov)
2026-01-20 - 11:20:49 PM GMT

Email viewed by Art Vela (avela@banningca.gov)
2026-01-27 - 2:56:47 AM GMT

Document e-signed by Art Vela (avela@banningca.gov)
Signature Date: 2026-01-27 - 2:57:21 AM GMT - Time Source: server

Agreement completed.
2026-01-27 - 2:57:21 AM GMT

County of Riverside Emergency Management Department

FY26 Subrecipient Grants Management Assessment

Subrecipient: City of Bannin Police Department			UEI #: T9ZPMCBNFZC8
Grant Program Title: FY26 State Homeland Security Program			
Performance Period: 4/1/26	to	5/31/27	Subaward Amount Requested: 144,128

Per Title 2 CFR § 200.332, it is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass- through funding. This assessment is made to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above. For the purposes of completing this questionnaire, "grant manager" is the individual who has primary responsibility for day-to-day administration of the grant, "bookkeeper/accounting staff" means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and "organization" refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

1. How many years of experience does your current grant manager have managing grants?	<3 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	<3 years
3. Are individual staff members assigned to work on multiple grants?	Yes
4. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
5. Does your organization utilize cost tracking methods that distinguishes grant expenditures separately from general fund expenditures?	Yes
6. How often does your organization have a financial audit?	Annually
7. Has your organization received any audit findings in the last three years?	No
8. Do you have written procurement policies?	Yes
9. Do you get multiple quotes or bids when buying items or services?	Sometimes
10. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
11. Has your organization received grant funding for this program in prior years? If yes, provide the following data for the most recent 3 funding years	No

Grant Year:		Amount Awarded:		Amount Expended:	
Grant Year:		Amount Awarded:		Amount Expended:	
Grant Year:		Amount Awarded:		Amount Expended:	

Certification: This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete, and current.

Authorized Agent Signature: Arturo Vela	Date: Jan 23, 2026
Print Name: Arturo Vela	Title: Interim City Manager
Grant Manager Signature: Brandon Smith (Jan 20, 2026 16:19:56 PST)	Date: Jan 20, 2026
Print Name: Brandon Smith	Title: Acting Captain

FY26 SHSP Grants Management Assessment

Final Audit Report 2026-01-24

Created:	2026-01-20
By:	Sol Avila (savila@banningca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAACvkB27tioVvttImeQBYBP1cHR3UAOQCX

"FY26 SHSP Grants Management Assessment" History

Document created by Sol Avila (savila@banningca.gov)
2026-01-20 - 11:05:11 PM GMT

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2026-01-20 - 11:06:45 PM GMT

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2026-01-21 - 0:19:43 AM GMT

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2026-01-24 - 1:33:44 AM GMT

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Signature Date: 2026-01-24 - 1:34:00 AM GMT - Time Source: server

Agreement completed.
2026-01-24 - 1:34:00 AM GMT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**February 10, 2026**
SUBJECT:	**Parks and Recreation Report of Monthly Activities through the 2nd Quarter of Fiscal Year 2025/2026 - December 2025**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

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

Staff brings the report to the Council after each quarter of the Fiscal Year. Attached in this item, is the December 2025 report that contains participation information through the end of the 2nd quarter of FY 2025/26 and includes participation data for the first six months of Fiscal Year 2025/2026.

The 2nd quarter report shows ongoing park and facility usage as well as continued strong participation data throughout all programming areas. The December report shows a significant number of seasonal events that reached a large swath of Banning residents, including the Breakfast with Santa and Santa Shoppe, Christmas at the ranch and Downtown Christmas event and light parade.

The December report continues to show great participation throughout all programming and services offered in the Senior Center.

Our parks have a slight reduction in overall use in these months due to projects at Lions and Dysart parks. Homelessness, graffiti and vandalism continue to be an impactful issue in the parks. These negative incidents significantly impact our park staff's ability to perform ongoing park's maintenance and the general public's ability to safely and comfortably use the park.

JUSTIFICATION:

This report provides quantitative information pertinent to parks and recreation services offered for the City of Banning's residents.

FISCAL IMPACT:
There is no fiscal impact with this report

ALTERNATIVES:
None provided.

BUDGETED?:
No

CONTRACT/AGREEMENT:
No

ATTACHMENTS:
1. Parks and Recreation MRA - December 2025.pdf

PARK and REC Stats

December 2025

*Fiscal Year *
25-26



Happy December!! We have a month full of holiday cheer and fun for all to enjoy in the community.



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





Park Maintenance

Six parks with approximately 58 developed acres maintained

	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
# of trees PLANTED	0	0	0	0
# of trees REMOVED	1	0	3	2
# of trees TRIMMED	3	2	12	13
Service requests completed by Parks	9	13	46	66
Vandalism incidents repaired	7	11	51	78
Graffiti incidents repaired	22	5	101	89

The Monthly Reports are based on a fiscal year
July 1, 2025- June 30, 2026

Dysart Park



Roosevelt Williams



Repplier Park



Richard Sanchez



Sylvan Park







What blessing Animal Action League has been to our community with their mobile pet clinic. In December they were able to spay and neuter 42 cats thanks to a private donor who sponsored the clinic. What a gift!

Picnic Area Usage (scheduled) # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Lion's Park	0	0	2	0
Repplier Park	1	0	35	28
Roosevelt Williams Small	0	0	1	0
Roosevelt Williams Large	0	0	4	9
Sylvan Park	0	0	33	28
TOTAL	1	0	75	65

Park/Field Usage # of uses	Monthly		Year-to-Date	
	2024-2025	2025-2026	2024-2025	2025-2026
Dysart Park	3	0	20	21
Lion's Park	6	0	117	72
Repplier Park	12	22	129	116
Richard Sanchez	0	0	0	0
Roosevelt Williams	0	0	3	3
Sylvan Park	0	0	37	9
East Ramsey Lot	0	2	0	3
Carpenter Hamilton Park	0	0	0	0
TOTAL	21	24	306	224

Facility Use







3
December
2025

This family-friendly showcase promises not just yuletide cheer, but six action-packed matches, fierce rivalries, and one very jolly old man ready to lay the smackdown in the squared circle.

Community Center	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Small Meeting Room	9	18	78	87
Large Dance Room	9	24	95	117
Gymnasium	64	69	516	430
Kitchen	6	11	18	24
Parking Lot	2	2	14	13
TOTAL	90	124	721	671

Senior Center	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Nutrition Site	24	20	152	143
Multi-purpose Room	37	35	152	254
TOTAL	61	55	304	397

Playhouse Bowl	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Meeting Room	6	7	64	64
Amphitheater	0	0	12	7
TOTAL	6	7	76	71

Roosevelt Williams and Armory	Monthly		Year-to-Date	
# of uses	2024-2025	2025-2026	2024-2025	2025-2026
Roosevelt Will. Meeting Room	0	0	34	23
Armory	0	1	25	15
TOTAL	0	1	59	38

n/a - Figures not available

December 2025



We have our youth basketball league beginning in January and community engagement via volunteer coaches is what keeps our programming going. We are very lucky to see the investment community members make by coaching.

Youth Sports	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	# of Teams Year-to-Date 2025-2026	Facility Visits Year To Date 2025-2026
Youth Basketball	0	0	0	0
Youth Flag Football	0	0	0	0
Youth Soccer	139	174	11	1960
Smart Start	0	0	0	0
TOTAL	139	174	11	1960

Adult Sports	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	# of Teams Year-to-Date 2025-2026	Facility Visits Year To Date 2025-2026
Adult Softball	NO	NO	NO	NO
Adult Basketball	NO	NO	NO	NO
TOTAL	0	0	0	0

Volunteers	# of Volunteers Monthly 2025-2026	Hours volunteered Monthly 2025-2026	# of Volunteers Year to Date 2025-2026	Hours volunteered Year To Date 2025-2026
Coaches	0	0	15	186
Events	12	72	17	87
Senior Center	22	249	97	1587
TOTAL	34	321	129	1860

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



December 2025

We are so blessed to have such an incredible senior center team between the staff and volunteers who make the holiday fun happen like our the walker decoration contest, hot cocoa parties, and the list of fun goes on!

Classes/Programs	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026
Games & Puzzles	21	197
Bingo & Loteria	52	559
Health & Wellness Classes	124	1134
Crafts & Activities	20	332
Pool Table	4	64
Education Classes	5	260
Movies	0	81
Events	97	543
Sponsored Social Programs	67	326
Presentations	5	386
TOTAL	395	3881

Services	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026
Fill the Cupboard	32	221
Computer Lab	9	243
Daily Meals	631	4597
Paralegal	0	2
Phone / Walk-in Referrals	98	816
Morning Greeters	80	529
Food Vouchers / Salvation Army/Other Services/Library	2	119
Happiness Campaign	67	371
Boutique	62	593
Cool/Warm Center	0	31
Morongo Moravian Gifts	103	103
Total	1084	7615

Participation 6

December 2025



We had our first Winter Day Camp over the holiday break! It appears the kids had a blast and enjoyed the fun and games that was provided by the staff.

Classes/Programs	# of Participants Monthly 2025-2026	# of Participants Year to Date 2025-2026	Facility Visits Year To Date 2025-2026
Adult Programs/Classes	115	1029	1401
Youth Programs/Classes	63	368	1254
Special Needs Programs/Classes	28	480	704
Day Camp	24	274	1322
Open Gym Basketball	55	240	240
Open Gym Pickleball	59	322	322
Open Gym Volleyball	0	0	0
TOTAL	344	2733	5243

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

Transit Passes

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

7
December 2025



Bus Passes Purchased	# of Passes Monthly	# of Passes Year to Date
	2025-2026	2025-2026
Day Pass	n/a	n/a
Disabled Bus Pass	0	1
General Bus Pass	0	0
Senior Bus Pass	0	2
Youth Bus Pass	n/a	n/a
Banning Student Bus Pass	0	0
General Ticket Book	0	3
Senior Disabled Ticket Book	0	0
Dial-A-Ride 10 ticket Pass	n/a	n/a
TOTAL	0	6

Ridership Numbers	# of Passengers Monthly	# of Passengers Year to Date
	2025-2026	2025-2026
Senior/Disabled Passengers	2656	13087
General Passengers	5610	34253
Non Resident Riders	619	4741
Cabazon Zone Passengers	855	4964
Youth Passengers	210	3564
Student Passengers	794	5536
Veteran Passengers	74	217
Dial-A-Ride Passengers	305	1952
TOTAL	11123	68675









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

Aquatics

8

December 2025

December	Monthly Visits 2024-2025	Monthly Visits 2024-2025	Yearly Visits 2024-2025
Child Admission	0	0	2929
Adult Admission	0	0	1929
Senior Admission	0	0	228
Lap Swim Adult	0	0	6
Lap Swim Senior	0	0	53
Adult Swim Lessons	0	0	8
Children's Lessons	0	0	2892
Senior Water Exercise	0	0	44
Aqua Zumba	0	0	272
Pool Rentals:	0	0	1800
Dive-In Movie Admission	0	0	1017
Cabana Rentals	0	0	350
TOTAL	0	0	11529

We look forward to seeing everyone next summer for more pool fun!







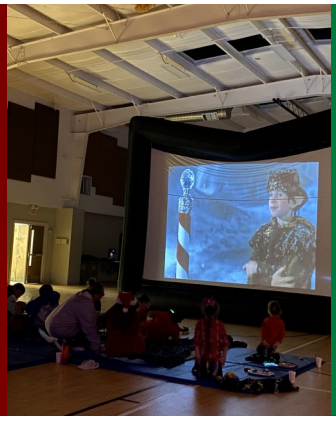
n/a - Figures not applicable min - Minimum participation not met NO - Not offered

Special Events

We celebrated our Holiday events of Santa Shoppe, Christmas at the Ranch, Downtown Christmas, and our Pajama Movie Party with the community. Each event had such a wonderful turnout and we are so thankful for everyone who participated, volunteered, or worked together to make such awesome holiday events happen each year.

Special Events	Year-to-Date	
# Participants/Attendees	2025-2026 Monthly	2025-2026
July 4th Celebration	0	2500
Evening Concert Series	0	5000
Hispanic Heritage	0	1200
Glow Party	0	180
Lego Party	0	0
Halloween Trunk or Treat	0	1300
Family Color Run	0	0
Beary Party	0	0
Santa Shoppe & Pancake Breakfast	450	450
Christmas Pajama Party	13	13
Downtown Christmas	2500	2500
Christmas at the Ranch	500	500
Paint Party	0	21
Disaster Expo	0	0
Total:	3463	13664







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

Outdoor Equity Program

10

December

December 2025

The Outdoor Equity Program seeks to provide outdoor experiences and opportunities to the Banning community. Combining education and the outdoors, the Outdoor Equity Program allows participants to seek enriching outdoor experiences through trips, programs and activities focusing on the surrounding outdoors and community. It has been wonderful to offer these opportunities to our community to explore celebrating with their community like we did with the youth council Christmas float.

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

December	Monthly Events/ Activities 2025-2026	Monthly Participants 2025-2026	Yearly Participants 2025-2026
Community Clean Ups	0	0	10
Teen Development	1	8	79
Events	0	0	50
Programs	0	0	0
Trips	0	0	173
TOTALS	1	8	312







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

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:	**February 10, 2026**
SUBJECT:	**Consideration of Resolution 2026-19, to Authorize the City Manager to Execute Amendment No. 1 to the Reimbursement Agreement with SFPP, L.P., a Delaware Limited Partnership, for additional Costs Associated with the Relocation of Pipeline Facilities owned and Operated by SFPP in Relation to the Sun Lakes Boulevard Extension Project.**

RECOMMENDATION:

Approve Resolution 2026-19

BACKGROUND:

SFPP, L.P. is a limited partnership that operates an oil pipeline owned by Kinder Morgan in the Sun Lakes Boulevard Extension Project area. The pipeline is located within an easement that conflicts with the alignment of Sun Lakes Boulevard Extension. Through development of the project and in consultation with Kinder Morgan, it became necessary to relocate the oil pipeline to accommodate Kinder Morgan encroachment requirements.

On October 22, 2024, the City Council adopted Resolution 2024-170 approving a Reimbursement Agreement with SFPP for costs associated with the Design and Relocation of pipeline facilities owned and operated by Kinder Morgan in relation to the Sun Lakes Boulevard Extension Project in the amount of $3,711,119. The cost encompasses the entire relocation project, broken down into four key phases: engineering, permitting, construction and inspections.

During final design, unforeseen site conditions and design refinements have resulted in increased costs for construction, and SFPP's construction inspections. Initially, Kinder Morgan estimated the construction cost at $3,428,446, but following the project's bidding process, the final cost rose to $4,668,738 for the relocation of 1,200 feet of 20-inch oil pipeline. The total cost of the relocation project will be $5,027,989 for all four phases (Engineering, Permitting, Construction and Inspections). This staff report recommends amending the existing agreement to cover these verified, necessary increases to ensure the timely completion of the project and maintain compliance with all regulatory and safety standards.

JUSTIFICATION:

Approval of this Amendment will allow the scheduled construction of the Sun Lakes Boulevard Extension to move forward without delay or risk of interruption to the project timeline and funding obligations.

SFPP has submitted detailed backup documentation, including revised construction cost estimate from their contractor. City staff have reviewed the estimate and found the costs to be reasonable, necessary, and directly attributable to the project.

FISCAL IMPACT:

The project costs are eligible and expected to be fully reimbursed through the Transportation Uniform Mitigation Fee (TUMF) Funds administered by Western Riverside Council of Government (WRCOG) and Measure Regional Arterial (MARA) funds administered by the Riverside County Transportation Commission (RCTC). Both grants will provide funding totaling $33,500,000 which will include design, construction, environmental monitoring, utilities relocation and environmental permitting.

The project shall be funded through Measure “A” Account No. 101-4900-431.93-16. City staff will submit monthly reimbursement invoices to RCTC and WRCOG.

Appropriation from the Measure “A” Fund for the full amount to expenditure Account No. 101-4900-431.93-16 is required to fund Amendment No. 1.

ALTERNATIVES:

Do not approve Resolution 2026-19 and provide alternate direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution 2026-19.docx
2. Resolution No. 2024-170.pdf
3. Kinder Morgan-Cost Estimate.pdf

RESOLUTION 2026-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, TO EXECUTE AMENDMENT NO. 1 TO THE REIMBURSEMENT AGREEMENT WITH SFPP, L.P., A DELAWARE LIMITED PARTNERSHIP, FOR ADDITIONAL COSTS ASSOCIATED WITH THE RELOCATION OF PIPELINE FACILITIES OWNED AND OPERATED BY SFPP IN RELATION TO THE SUN LAKES BOULEVARD EXTENSION PROJECT.

WHEREAS, SFPP, L.P. is a limited partnership that operates an oil pipeline owned by Kinder Morgan in the Sun Lakes Boulevard Extension Project area. The pipeline is located within an easement that conflicts with the alignment of Sun Lakes Boulevard Extension; and

WHEREAS, through development of the project and in consultation with Kinder Morgan, it became necessary to relocate the oil pipeline to accommodate Kinder Morgan encroachment requirements; and

WHEREAS, on October 22, 2024, the City Council adopted Resolution 2024-170 approving a Reimbursement Agreement with SFPP for costs associated with the Design and Relocation of 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, during final design, unforeseen site conditions and design refinements have resulted in increased costs for construction, and SFPP's construction inspections. Initially, Kinder Morgan estimated the construction cost at $3,428,446, but following the project's bidding process, the final cost rose to $4,668,738 for the relocation of 1,200 feet of 20-inch oil pipeline; and

WHEREAS, the total cost of the relocation project will be $5,027,989 for all four phases (Engineering, Permitting, Construction and Inspections); and

WHEREAS, this staff report recommends amending the existing agreement to cover these verified, necessary increases to ensure the timely completion of the project and maintain compliance with all regulatory and safety standards; and

WHEREAS, approval of this Amendment will allow the scheduled construction of the Sun Lakes Boulevard Extension to move forward without delay or risk of interruption to the project timeline and funding obligations; and

WHEREAS, the project costs are eligible and expected to be fully reimbursed through the Transportation Uniform Mitigation Fee (TUMF) Funds administered by Western Riverside Council of Government (WRCOG) and Measure Regional Arterial (MARA) funds administered by the Riverside County Transportation Commission (RCTC). Both grants will provide funding totaling $33,500,000 which will include design, construction, environmental monitoring, utilities relocation and environmental permitting; and

WHEREAS, the project shall be funded through Measure "A" Account No. 101-4900-431.93-16. City staff will submit monthly reimbursement invoices to RCTC and WRCOG; and

WHEREAS, appropriation from the Measure "A" Fund for the full amount to expenditure Account No. 101-4900-431.93-16 is required to fund Amendment No. 1.

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

SECTION 1. The City Council approves Amendment No.1 to the Reimbursement Agreement with SFPP L.P., a Delaware Limited Partnership related to the construction cost of the Kinder Morgan Pipeline relocation for the Sun Lakes Boulevard Extension Project.

SECTION 2. The City Council authorizes the City Manager, or designee, to execute Amendment No.1 to the Reimbursement Agreement with SPFF L.P., a Delaware Limited Partnership.

SECTION 3. The City Council authorizes the City Manager to make non-substantive changes and to execute Amendment No.1 to the Reimbursement Agreement with SFPP L.P., a Delaware Limited Partnership on behalf of the City Council.

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

PASSED, APPROVED AND ADOPTED this 10th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-19, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
SPFF Amendment No.1 Agreement

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:

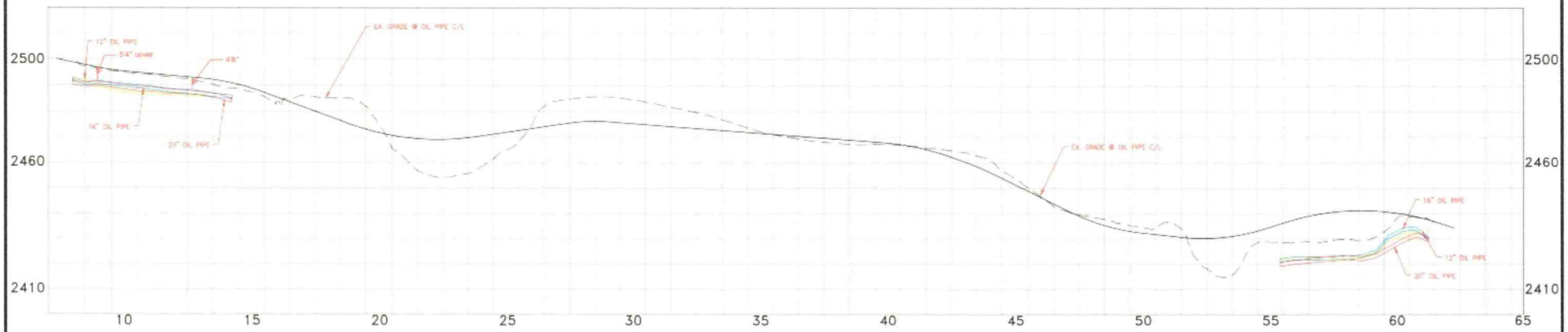
By: _____
Serita Young, City Attorney

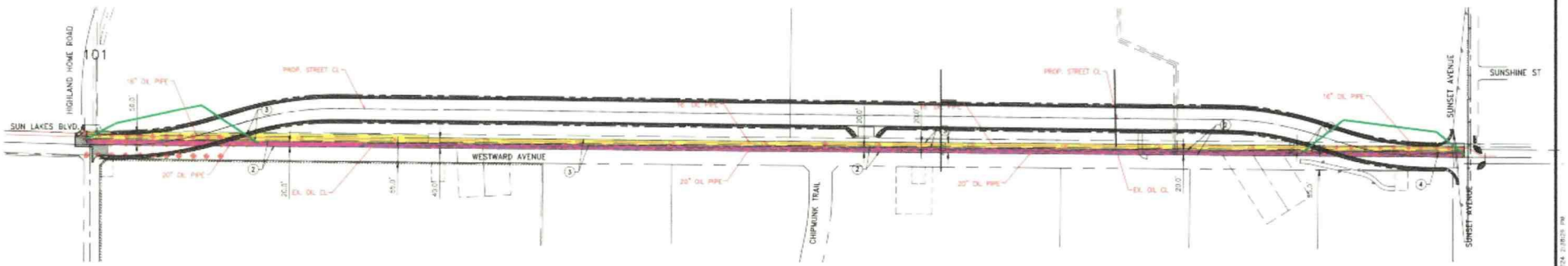
SFPP, L.P., a Delaware Limited Partnership
By: Kinder Morgan Operating L.P. "D"
By: Kinder Morgan G.P., Inc., its General Partner

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 BY 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

ALBERT A. WEBB ASSOCIATES

4/3 2020-3126
SHEET 1 OF 2 SHEETS

PRELIMINARY

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.

KINDER MORGAN

PROJECT NAME	**SFPP LS-111 Sun Lakes Blvd Relocation, City of Banning**		
PUBLISH DATE	Feb-26	**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)			$ 757,240		$ 757,240
COMPANY LABOR COST	$ 87,560				$ 87,560
PM, ENG, LAND, ENVIRO - EXPENSE			$ 7,920		$ 7,920
PRIMARY CONSTRUCTION CONTRACTOR			$ 3,164,260		$ 3,164,260
SECONDARY CONTRACTOR			$ 33,000		$ 33,000
PROFESSIONAL ENGINEERING	$ 172,590				$ 172,590
INSPECTION SERVICES			$ 224,290	$ 25,000	$ 249,290
RADIOGRAPHY SERVICES			$ 2,860		$ 2,860
RIGHT OF WAY CONTRACTOR		$ 11,000			$ 11,000
SURVEY CONTRACTOR			$ -		$ -
ROW & DAMAGES			$ 16,500		$ 16,500
PERMIT FEES		$ 27,500			$ 27,500
SUBTOTAL	$ 260,150	$ 38,500	$ 4,206,070	$ 25,000	$ 4,529,720
CAPITALIZED OVERHEAD (BURDEN)	$ 28,617	$ 4,235	$ 462,668	$ 2,750	$ 498,269
TAX GROSS-UP	$ -	$ -	$ -	$ -	$ -
ESTIMATED TOTAL COST	$ 288,767	$ 42,735	$ 4,668,738	$ 27,750	$ 5,027,989

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.

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: **February 10, 2026**

SUBJECT: **Approve Resolution 2026-32, Awarding a Professional Services Agreement for Design Services for the Upgrade of the Intersection of Wilson Street and 12th Street to TKE Engineering, Inc. in the amount of $41,665 and Approving a 10% Contingency for a Total Project Budget of "Not-to-Exceed" $45,831.50.**

RECOMMENDATION:

Approve Resolution 2026-32

BACKGROUND:

The City of Banning Local Road Safety Plan (LRSP) identified upgrading the pedestrian crossing at the intersection of Wilson Street and 12th Street as apriority project. Based on the LRSP collision analysis, unsignalized intersections with pedestrian crossings, particularly near local schools, represent some of Banning's highest fatal and injury crash concentrations and crash types. The intersection is located directly opposite Susan B. Coombs Alternative School and experiences high pedestrian volumes.

On October 12, 2021, under Resolution 2021-91, the City Council approved the California Department of Transportation Highway Safety Improvement Program (HSIP) State-Aid Master Agreement 08-5214S2 for the purpose of improving pedestrian safety.

On October 10, 2023, under Resolution 2023-167, the City Council approved Program Supplement Agreement No. 0000A279 with the State of California Department of Transportation Highway (Caltrans) for the Design of Wilson Street and 12th Street Intersection Improvements.

On October 21, 2025, staff released a Request for Proposals (RFP) for Design Services for the Upgrade of the intersection of Wilson Street and 12th Street through the City's public bidding platform. The proposals were due on December 8, 2025. In response to the RFP, four (4) proposals were received and scored from the following consultants:

	Consultant	Score (out of 100)
1)	TKE Engineering, Inc., of Riverside, CA	85
2)	STC Traffic, Inc., of Carlsbad, CA	84.33
3)	Willdan Engineering of Anaheim, CA	81.83
4)	Onward Engineering of Anaheim, CA	80

The project design services scope of work will consist of project administration and management, preliminary engineering, Plans, Specifications and Estimates.

JUSTIFICATION:

The Project will improve safety of the unsignalized intersections by installing curb extensions, ADA curb ramps, median refuge island, Rectangular Rapid Flashing Beacons (RRFB), high visibility crosswalks, and advanced warning signs and pavement markings.

Staff evaluated the proposals based on qualifications, cost, experience with the scope of services requested and response to the request for proposals. As a result, staff recommend the award of a professional services agreement to TKE Engineering, Inc., in the amount of $41,665.

FISCAL IMPACT:

Staff recommends awarding a Professional Services Agreement to TKE Engineering, Inc. in the amount of $41,665 and approving a 10% contingency in the amount of $8,607.50 for a total “not-to-exceed” project budget of $45,831.50.

The project will be funded from Measure “A” Account 101-4900-431.93-16 in the amount of $45,831.50.

The project costs are eligible and expected to be reimbursed by the State of California Department of Transportation Cycle 11 HSIP funding. The City of Banning will receive monthly reimbursements from the State of California.

ALTERNATIVES:

Do not approve and provide alternative direction.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

Yes

ATTACHMENTS:

1. Resolution_2026-32.docx
2. Resolution 2021-91.pdf
3. Resolution 2023-167.pdf
4. Master Agreement 08-5214S21.pdf
5. Supplemental Agreement 00000A279.pdf
6. TKE Proposal.pdf

RESOLUTION 2026-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR DESIGN SERVICES FOR THE UPGRADE OF THE INTERSECTION OF WILSON STREET AND 12TH STREET TO TKE ENGINEERING, INC. IN THE AMOUNT OF $41,665 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $45,831.50.

WHEREAS, based on the City of Banning Local Road Safety Plan (LRSP) collision analysis, unsignalized intersections with pedestrian crossings, particularly near local schools, represent some of Banning's highest fatal and injury crash concentrations and crash types; and

WHEREAS, the intersection of Wilson Street and 12th Street, located directly opposite Susan B. Coombs Alternative School, was identified as needing safety improvements; and

WHEREAS, on October 12, 2021, under Resolution 2021-91, the City Council approved the California Department of Transportation Highway Safety Improvement Program (HSIP) State-Aid Master Agreement 08-5214S2 for the purpose of improving pedestrian safety; and

WHEREAS, on October 10, 2023, under Resolution 2023-167, the City Council approved Program Supplement Agreement No. 0000A279 with the State of California Department of Transportation Highway (Caltrans) for the Design of Wilson Street and 12th Street Intersection Improvements; and

WHEREAS, on October 21, 2025, staff released a Request for Proposals (RFP) for Design Services for the Upgrade of the intersection of Wilson Street and 12th Street through the City's public bidding platform; and

WHEREAS, on December 8, 2025, in response to the RFP, four (4) proposals were received ranging in score from 85 to 80; and

WHEREAS, the scope of work will consist of project administration and management, preliminary engineering, Plans, Specifications and Estimates; and

WHEREAS, the Project will improve safety of the unsignalized intersections by installing curb extensions, ADA curb ramps, Rectangular Rapid Flashing Beacons (RRFB), high visibility crosswalks, and advanced warning signs and pavement markings; and

WHEREAS, staff recommends awarding a Professional Services Agreement to TKE Engineering, Inc., in the amount of $41,665 and approving a 10% contingency in the amount of $4,166.50 for a total "not-to-exceed" project budget of $45,831.50; and

WHEREAS, the project costs are eligible and expected to be reimbursed by the State of California Department of Transportation Cycle 11 HSIP funding. The City of Banning will receive monthly reimbursements from the State of California.

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

SECTION 1. The City Council approves the Professional Services Agreement with TKE Engineering, Inc. in the amount of $41,665 and approving a 10% contingency for a total budget

of “not-to-exceed” $45,831.50 for Design Services for the Upgrade of the Intersection of Wilson Street and 12th Street.

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute the Professional Services Agreement with TKE Engineering, Inc.

SECTION 3. The City Council authorizes the City Manager to make necessary non-substantive changes and execute the Professional Services Agreement with TKE Engineering, Inc.

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

PASSED, APPROVED AND ADOPTED this 10th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-32, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Professional Services Agreement with TKE Engineering, Inc.

RESOLUTION 2021-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROGRAM STATE-AID MASTER AGREEMENT NO. 08-5214S21 AND PROGRAM SUPPLEMENT AGREEMENTS NO. HSIPSL-5214(013) AND NO. HSIPSL-5214(014)

WHEREAS, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 10 Highway Safety Improvement Program Benefit Cost Ratio category on October 15, 2020, for the purpose of making intersection improvements and installing sidewalks at the Omar/Ramsey Intersection; and

WHEREAS, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 10 Highway Safety Improvement Program Funding Set-asides category on October 15, 2020, for the purpose of installing/upgrading pedestrian crossings at four non-signalized intersections on Ramsey Street; and

WHEREAS, the City of Banning was notified on March 26, 2021, that the two grant applications were approved; and

WHEREAS, Master Agreement 08-5214S21 and the two corresponding Program Supplement Agreements HSIPSL-5214(013) (Ramsey-Omar Intersection Improvements and Sidewalk) for $18,800 and HSIPSL-5214(014) (Ramsey St. intersections) for $13,300 must be executed with Caltrans before grant funds may be claimed.

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

SECTION 1. Authorizes the City Manager or his designee to execute the Caltrans Master Agreement 08-5214S21, Program Supplement Agreement No. HSIPSL-5214(013), and Program Supplement Agreement No. HSIPSL-5214(014) and any related documents on behalf of the City of Banning.

PASSED, APPROVED AND ADOPTED this 12th day of October, 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 2021-91, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of October 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

RESOLUTION 2023-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THREE HIGHWAY SAFETY IMPROVEMENT CYCLE 11 GRANTS FOR THE TRAFFIC SIGNAL HARDWARE UPGRADE AT SEVENTEEN SIGNALIZED INTERSECTIONS, PEDESTRIAN CROSSINGS UPGRADE AT NINETEEN INTERSECTIONS AND WILSON STREET/12TH STREET INTERSECTION IMPROVEMENTS

WHEREAS, on September 9, 2022, the City of Banning submitted a grant application to the State of California Department of Transportation (Caltrans) Cycle 11 Highway Safety Improvement Program for the upgrade of traffic signal hardware at seventeen (17) signalized intersections throughout the City; and

WHEREAS, on September 9, 2022, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 11 Highway Safety Improvement Program for the upgrade of pedestrian crossings at nineteen (19) intersections throughout the City; and

WHEREAS, on September 9, 2022, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 11 Highway Safety Improvement Program for the improvement of Wilson Street and 12th Street intersection; and

WHEREAS, on March 9, 2023, the City received notification from Caltrans that the City's three (3) HSIP grant applications selected for funding; and

WHEREAS, to proceed with the Preliminary Engineering (PE) phase, the City and Caltrans must execute Program Supplement Agreements No. HSIPSL-5214(016) for $54,000, HSIPSL-5214(017) for $76,500 and HSIPSL-5214(018) for $44,460 as part of the funding authorization process.

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

SECTION 1. The City Council approves Program Supplement Agreements with Caltrans for three (3) Highway Safety Improvement (HSIP) Cycle 11 grants for the Traffic Signal Hardware Upgrade at 17 Signalized Intersections, Pedestrian Crossings Upgrade at 19 Intersections and Wilson Street/12th Street Intersection Improvements.

SECTION 2. The City Council authorizes the City Manager or his designee to execute Program Supplement Agreements No. HSIPSL-5214(016), HSIPSL-5214(017) and HSIPSL-5214(018).

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 10th 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 2023-167, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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
HSIP Agreement 1

PROGRAM SUPPLEMENT NO. 00000A277
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 08-5214S21

Adv. Project ID 0824000001

Date: September 19, 2023
Location: 08-RIV-0-BAN
Project Number: HSIPSL-5214(016)
E.A. Number:
Locode: 5214

This Program Supplement, effective 9/7/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5214S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/14/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 17 signalized intersections throughout the City of Banning.

TYPE OF WORK: Upgrade Signals **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$54,000.00	LOCAL		OTHER
$60,000.00			$6,000.00		$0.00

CITY OF BANNING

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 9/19/2023 $54,000.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

   A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

   C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

   D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

   E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

   F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

   G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

Exhibit B
HSIP Agreement 2

PROGRAM SUPPLEMENT NO. 00000A278
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 08-5214S21

Adv. Project ID 0824000002

Date: September 19, 2023
Location: 08-RIV-0-BAN
Project Number: HSIPSL-5214(017)
E.A. Number:
Locode: 5214

This Program Supplement, effective 9/7/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5214S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/14/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: 19 intersections throughout the City of Banning.

TYPE OF WORK: Pedestrian Walkway **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$76,500.00	LOCAL		OTHER
$85,000.00			$8,500.00		$0.00

CITY OF BANNING

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 9/19/2023 $76,500.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

   A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

   C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

   D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

   E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

   F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

   G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

Exhibit C
HSIP Agreement 3

PROGRAM SUPPLEMENT NO. 00000A279
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 08-5214S21

Adv. Project ID 0824000003

Date: September 19, 2023
Location: 08-RIV-0-BAN
Project Number: HSIPSL-5214(018)
E.A. Number:
Locode: 5214

This Program Supplement, effective 9/7/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5214S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/14/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the ADMINISTERING AGENCY on (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: The intersection of Wilson St with 12th St.

TYPE OF WORK: Pedestrian Walkway **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$44,460.00	LOCAL		OTHER
$49,400.00			$4,940.00		$0.00

CITY OF BANNING

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

By _____

Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 9/19/2023 $44,460.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

   B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

   A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

   C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

   D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

   E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

   F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

   G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

MASTER AGREEMENT
ADMINISTERING AGENCY-STATE AGREEMENT FOR
STATE-FUNDED PROJECTS

08	City of Banning
District	Administering Agency

Agreement No. 08-5214S21

This AGREEMENT, is entered into effective this 14th day of October, 20 21, by and between the City of Banning, hereinafter referred to as "ADMINISTERING AGENCY," and the State of California, acting by and through its Department of Transportation (Caltrans), hereinafter referred to as "STATE", and together referred to as "PARTIES" or individually as a "PARTY."

RECITALS:

1. WHEREAS, the Legislature of the State of California has enacted legislation by which certain State funds are made available for use on local transportation related projects of public entities qualified to act as recipients of these state funds; and

2. WHEREAS, ADMINISTERING AGENCY has applied to the California Transportation Commission (CTC) and/or STATE for funding from a State-funded program (herein referred to as STATE FUNDS), as defined in the Local Assistance Program Guidelines (LAPG) and/or in the respective CTC Guidelines, for use on local authorized transportation related projects as a local administered project(s), hereinafter referred to as "PROJECT"; and

3. WHEREAS, said PROJECT will not receive any federal funds; and

4. WHEREAS, before STATE FUNDS will be made available for PROJECT, ADMINISTERING AGENCY and STATE are required to enter into an agreement to establish terms and conditions applicable to the ADMINISTERING AGENCY when receiving STATE FUNDS for a designated PROJECT facility and to the subsequent operation and maintenance of that completed facility.

NOW, THEREFORE, the PARTIES agree as follows:

ARTICLE I - PROJECT ADMINISTRATION

1. This AGREEMENT shall have no force or effect with respect to any program project unless and until a project- specific Program Supplement to this AGREEMENT for state funded projects, hereinafter referred to as "PROGRAM SUPPLEMENT", has been fully executed by both STATE and ADMINISTERING AGENCY.

2. The State approved project-specific allocation notification letter and approved CTC allocation documentation designate the party responsible for implementing PROJECT, type of work, and location of PROJECT for projects requiring CTC allocation by PROJECT component of work.

3. The PROGRAM SUPPLEMENT sets out special covenants as a condition for the ADMINISTERING AGENCY to receive STATE FUNDS from/through STATE for designated PROJECT. The PROGRAM SUPPLEMENT shall also show these STATE FUNDS that have been initially encumbered for PROJECT along with the matching funds to be provided by ADMINISTERING AGENCY and/or others. Execution of PROGRAM SUPPLEMENT by the PARTIES shall cause ADMINISTERING AGENCY to adopt all the terms of this AGREEMENT as though fully set forth therein in the PROGRAM SUPPLEMENT. Unless otherwise expressly delegated in a resolution by the governing body of ADMINISTERING AGENCY, and with written concurrence by STATE, the PROGRAM SUPPLEMENT shall be approved and managed by the governing body of ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY agrees to execute and return each project-specific PROGRAM SUPPLEMENT. The PARTIES agree that STATE may suspend future allocations, encumbrances and invoice payments for any on- going or future STATE FUNDED PROJECT performed by ADMINISTERING AGENCY if any project-specific PROGRAM SUPPLEMENT is not returned, unless otherwise agreed by STATE in writing.

5. ADMINISTERING AGENCY further agrees, as a condition to the release and payment of STATE FUNDS encumbered for the PROJECT described in each PROGRAM SUPPLEMENT, to comply with the terms and conditions of this AGREEMENT and all the agreed-upon Special Covenants or Remarks incorporated within the PROGRAM SUPPLEMENT, and Cooperative/Contribution Agreement where appropriate, defining and identifying the nature of the specific PROJECT.

6. STATE FUNDS will not participate in any portion of PROJECT work performed in advance of the effective date of allocation by CTC, or by STATE for allocations delegated to STATE by CTC, for said PROJECT.

7. Projects allocated with STATE FUNDS will be administered in accordance with the current CTC STIP Guidelines, applicable chapter(s) of the LAPG, LAPM and/or any other instructions published by STATE.

8. ADMINISTERING AGENCY agrees to ensure compliance with all relevant State laws and requirements for work related to PROJECT, including the California Environmental Quality Act (CEQA).

9. ADMINISTERING AGENCY's eligible costs for preliminary engineering work includes all preliminary work directly related to PROJECT up to contract award for construction, including, but not limited to, environmental studies and permits (E&P),

preliminary surveys and reports, laboratory work, soil investigations, the preparation of plans, specifications and estimates (PS&E), advertising for bids, awarding of a contract and project development contract administration.

10. ADMINISTERING AGENCY's eligible costs for construction engineering include actual inspection and supervision of PROJECT construction work; construction staking; laboratory and field testing; and the preparation and processing of field reports, records, estimates, final reports, and allowable expenses of employees/consultants engaged in such activities.

11. Unless the PARTIES agree otherwise in writing, ADMINISTERING AGENCY's employees or its contracted engineering consultant shall be responsible for all PROJECT engineering work.

12. ADMINISTERING AGENCY shall not proceed with final design of PROJECT until final environmental approval of PROJECT. Final design entails the design work necessary to complete the PS&E and other work necessary for a construction contract but not required earlier for environmental clearance of that PROJECT.

13. If PROJECT is not on STATE-owned right-of-way, PROJECT shall be constructed in accordance with Chapter 11 of the LAPM that describes minimum statewide design standards for local agency streets and roads. The design standards for projects off the National Highway System (NHS) allow STATE to accept either the current Caltrans Highway Design Manual standards, the current FHWA-adopted American Association of State Highway and Transportation Officials (AASHTO) A Policy on Geometric Design of Highways and Streets standards, or the approved geometric design standards of ADMINISTERING AGENCY. Additionally, for projects off the NHS, STATE will accept ADMINISTERING AGENCY-approved standard specifications, standard plans, materials sampling and testing quality assurance programs that meet the conditions described in the then current Local Assistance Procedures Manual.

14. If PROJECT involves work within or partially within STATE-owned right-of-way, that PROJECT shall also be subject to compliance with the policies, procedures and standards of the STATE Project Development Procedures Manual and Highway Design Manual and where appropriate, an executed cooperative agreement between STATE and ADMINISTERING AGENCY that outlines the PROJECT responsibilities and respective obligations of the PARTIES. ADMINISTERING AGENCY and its contractors shall each obtain an encroachment permit through STATE prior to commencing any work within STATE rights-of-way or work which affects STATE facilities.

15. When PROJECT is not on the State Highway System (SHS) but includes work to be performed by a railroad, the contract for such work shall be prepared by ADMINISTERING AGENCY or by STATE, as the PARTIES may hereafter agree. In either event, ADMINISTERING AGENCY shall enter into an agreement with the railroad providing for future maintenance of protective devices or other facilities installed under the contract.

16. ADMINISTERING AGENCY shall comply with the provisions of sections 4450 and 4454 of the California Government Code, as well as other Department of General Services guidance, if applicable, for the contract PS&E for the construction of buildings, structures, sidewalks, curbs and related facilities for accessibility and

usability. Further requirements and guidance are provided in Title 24 of the California Code of Regulations.

17. ADMINISTERING AGENCY shall provide a full-time public employee to be in responsible charge of each PROJECT. ADMINISTERING AGENCY shall provide or arrange for adequate supervision and inspection of each PROJECT. ADMINISTERING AGENCY may utilize consultants to perform supervision and inspection work for PROJECT with a fully qualified and licensed engineer. Utilization of consultants does not relieve ADMINISTERING AGENCY of its obligation to provide a full-time public employee to be in responsible charge of each PROJECT.

18. Unless otherwise provided in the PROGRAM SUPPLEMENT, ADMINISTERING AGENCY shall advertise, award, and administer the PROJECT construction contract or contracts.

19. The cost of maintenance, security, or protection performed by ADMINISTERING AGENCY or contractor forces during any temporary suspension of PROJECT or at any other time may not be charged to the PROJECT.

20. ADMINISTERING AGENCY shall submit PROJECT-specific award information to STATE's District Local Assistance Engineer, within sixty (60) days after contract award.

21. ADMINISTERING AGENCY shall submit the final report documents that collectively constitute a "Final Project Expenditure Report", LAPM Exhibit 17-M, within one hundred eighty (180) days of PROJECT completion. Failure by ADMINISTERING AGENCY to submit a "Final Project Expenditure Report", within 180 days of project completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the Local Assistance Procedures Manual.

22. ADMINISTERING AGENCY shall comply with the Americans with Disabilities Act (ADA) of 1990 that prohibits discrimination on the basis of disability and all applicable regulations and guidelines issued pursuant to the ADA.

23. The Governor and the Legislature of the State of California, each within their respective jurisdictions, have prescribed certain nondiscrimination requirements with respect to contract and other work financed with public funds. ADMINISTERING AGENCY agrees to comply with the requirements of the FAIR EMPLOYMENT PRACTICES ADDENDUM, attached hereto as Exhibit A and further agrees that any agreement entered into by ADMINISTERING AGENCY with a third party for performance of work connected with PROJECT shall incorporate Exhibit A (with third party's name replacing ADMINISTERING AGENCY) as parts of such agreement.

24. ADMINISTERING AGENCY shall include in all contracts and subcontracts awarded when applicable, a clause that requires each subcontractor to comply with California Labor Code requirements that all workers employed on public works aspects of any project (as defined in California Labor Code sections 1720-1815) be paid not less than the general prevailing wage rates predetermined by the Department of Industrial Relations as effective at the date of contract award by the ADMINISTERING AGENCY.

ARTICLE II - RIGHTS-OF-WAY

1. No contract for the construction of a STATE FUNDED PROJECT shall be awarded until all necessary rights of way have been secured. Prior to the advertising for construction of PROJECT, ADMINISTERING AGENCY shall certify and, upon request, shall furnish STATE with evidence that all necessary rights-of-way are available for construction purposes or will be available by the time of award of the construction contract.

2. The furnishing of rights of way by ADMINISTERING AGENCY as provided for herein includes, and is limited to, the following, unless the PROGRAM SUPPLEMENT provides otherwise.

(a) Expenditures of capital and support to purchase all real property required for PROJECT free and clear of liens, conflicting easements, obstructions and encumbrances, after crediting PROJECT with the fair market value of any excess property retained and not disposed of by ADMINISTERING AGENCY.

(b) The cost of furnishing of right-of-way as provided for herein includes, in addition to real property required for the PROJECT, title free and clear of obstructions and encumbrances affecting PROJECT and the payment, as required by applicable law, of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

(c) The cost of relocation payments and services provided to owners and occupants pursuant to Government Code sections 7260-7277 when PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

(d) The cost of demolition and/or the sale of all improvements on the right-of-way after credit is recorded for sale proceeds used to offset PROJECT costs.

(e) The cost of all unavoidable utility relocation, protection or removal.

(f) The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which ADMINISTERING AGENCY accepts responsibility and where the actual generator cannot be identified, and recovery made.

3. ADMINISTERING AGENCY agrees to indemnify and hold STATE harmless from any liability that may result in the event the right-of-way for a PROJECT is not clear as certified by ADMINISTERING AGENCY, including, but not limited to, if said right-of-way is found to contain hazardous materials requiring treatment or removal to remediate in accordance with Federal and State laws. ADMINISTERING AGENCY shall pay, from its own non- matching funds, any costs which arise out of delays to the construction of PROJECT because utility facilities have not been timely removed or relocated, or because rights-of-way were not available to ADMINISTERING AGENCY for the orderly prosecution of PROJECT work.

ARTICLE III - MAINTENANCE AND MANAGEMENT

1. ADMINISTERING AGENCY will maintain and operate the property acquired, developed, constructed, rehabilitated, or restored by PROJECT for its intended public use until such time as the parties might amend this AGREEMENT to otherwise provide. With the approval of STATE, ADMINISTERING AGENCY or its successors in interest in the PROJECT property may transfer this obligation and responsibility to maintain and operate PROJECT property for that intended public purpose to another public entity.

2. Upon ADMINISTERING AGENCY's acceptance of the completed construction contract or upon contractor being relieved of the responsibility for maintaining and protecting PROJECT, ADMINISTERING AGENCY will be responsible for the maintenance, ownership, liability, and the expense thereof, for PROJECT in a manner satisfactory to the authorized representatives of STATE and if PROJECT falls within the jurisdictional limits of another Agency or Agencies, it is the duty of ADMINISTERING AGENCY to facilitate a separate maintenance agreement(s) between itself and the other jurisdictional Agency or Agencies providing for the operation, maintenance, ownership and liability of PROJECT. Until those agreements are executed, ADMINISTERING AGENCY will be responsible for all PROJECT operations, maintenance, ownership and liability in a manner satisfactory to the authorized representatives of STATE. If, within ninety (90) days after receipt of notice from STATE that a PROJECT, or any portion thereof, is not being properly operated and maintained and ADMINISTERING AGENCY has not satisfactorily remedied the conditions complained of, the approval of future STATE FUNDED PROJECTS of ADMINISTERING AGENCY will be withheld until the PROJECT shall have been put in a condition of operation and maintenance satisfactory to STATE. The provisions of this section shall not apply to a PROJECT that has been vacated through due process of law with STATE's concurrence.

3. PROJECT and its facilities shall be maintained by an adequate and well-trained staff of engineers and/or such other professionals and technicians as PROJECT reasonably requires. Said operations and maintenance staff may be employees of ADMINISTERING AGENCY, another unit of government, or a contractor under agreement with ADMINISTERING AGENCY. All maintenance will be performed at regular intervals or as required for efficient operation of the complete PROJECT improvements.

4. ADMINISTERING AGENCY shall comply with all applicable law, including but not limited to, all applicable legal authority regarding construction standards.

ARTICLE IV - FISCAL PROVISIONS

1. All contractual obligations of STATE are subject to the appropriation of resources by the Legislature and the allocation of resources by the CTC.

2. STATE'S financial commitment of STATE FUNDS will occur only upon the execution of this AGREEMENT, the execution of each project-specific PROGRAM SUPPLEMENT and/or STATE's approved finance letter.

3. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices in arrears for reimbursement of allowable PROJECT costs at least once every six months commencing after the STATE FUNDS are encumbered on either the project-specific PROGRAM SUPPLEMENT or through a project-specific finance letter approved by STATE. STATE reserves the right to suspend future allocations and invoice payments for any on-going or future STATE FUNDED project performed by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period

4. Invoices shall be submitted on a standardized billing summary template, in accordance with Chapter 5 of the LAPM to claim reimbursement by ADMINISTERING AGENCY. For construction invoices, pay estimates must be included.

5. ADMINISTERING AGENCY must retain at least one copy of supporting backup documentation for allowable costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

6. Payments to ADMINISTERING AGENCY can only be released by STATE as reimbursements of actual allowable PROJECT costs already incurred and paid for by the ADMINISTERING AGENCY.

7. Indirect Cost Allocation Plans/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to the Inspector General - Independent Office of Audits and Investigations for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect cost incurred within each fiscal year being claimed for reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the LAPM, and the ICAP/ICRP approval procedures established by STATE.

8. STATE will withhold the greater of either two (2) percent of the total of all STATE FUNDS encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

9. The estimated total cost of PROJECT, the amount of STATE FUNDS obligated, and the required matching funds may be adjusted by mutual consent of the PARTIES with a finance letter, and an allocation notification letter when applicable. STATE FUNDING may be increased to cover PROJECT cost increases only if such additional funds are available and the CTC and/or STATE concurs with that increase in the

form of an allocation and finance letter.

10. When such additional STATE FUNDS are not available, ADMINISTERING AGENCY agrees that any increases in PROJECT costs must be defrayed with ADMINISTERING AGENCY's own funds.

11. ADMINISTERING AGENCY shall use its own non-STATE FUNDS to finance the local share of eligible costs and all PROJECT expenditures or contract items ruled ineligible for financing with STATE FUNDS. STATE shall make the final determination of ADMINISTERING AGENCY's cost eligibility for STATE FUNDED financing with respect to claimed PROJECT costs.

12. ADMINISTERING AGENCY will reimburse STATE for STATE's share of costs for work performed by STATE at the request of ADMINISTERING AGENCY. STATE's costs shall include overhead assessments in accordance with section 8755.1 of the State Administrative Manual.

13. STATE FUNDS allocated by the CTC and/or STATE are subject to the timely use of funds provisions approved in CTC Guidelines and State procedures approved by the CTC and STATE.

14. STATE FUNDS encumbered for PROJECT are available for liquidation only for a limited period from the beginning of the State fiscal year when those funds were appropriated in the State Budget. STATE FUNDS not liquidated within these periods will be reverted unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Section 16304 of the Government Code. The exact date of fund reversion will be reflected in the STATE signed PROJECT finance letter.

15. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid to rank and file STATE employees under current California Department of Human Resources (CalHR) rules unless a Cooperative Work Agreement (CWA) is submitted by ADMINISTERING AGENCY and approved by the California Department of Finance in accordance with Government Code section 16304. If the rates invoiced by ADMINISTERING AGENCY are in excess of CalHR rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand.

16. ADMINISTERING AGENCY agrees to comply with California Government Code 4525-4529.14. Administering Agency shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall also comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326.

17. ADMINISTERING AGENCY agrees and will assure that its contractors and subcontractors will be obligated to agree that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with Federal administrative procedures in accordance with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards, excluding 2 CFR Part 200.318-200.326Governments. ADMINISTERING AGENCY agrees to comply with the provisions set forth in 23 CFR Parts 140, 645 and 646 when contracting with railroad and utility companies.

18. Every recipient and sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR 200 excluding 2 CFR Part 200.318-200.326, 48 CFR Chapter 1, Part 31, LAPM, Public Contract Code (PCC) 10300- 10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations.

19. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be questioned, disallowed, or unallowable under 2 CFR, Part 200, 48 CFR, Chapter 1, Part 31, 23 CFR Parts 140, 645 and 646, LAPM, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), California Government Code 4525-4529.5 including 4527(a) and 4528(a), and other applicable STATE regulations are subject to repayment by ADMINISTERING AGENCY to STATE and may result in STATE imposing sanctions on ADMINISTERING AGENCY as described in Chapter 20 of the Local Assistance Procedures Manual.

20. Should ADMINISTERING AGENCY fail to refund any moneys due upon written demand by STATE as provided herein or should ADMINISTERING AGENCY breach this AGREEMENT by failing to complete PROJECT without adequate justification and approval by STATE, then, within thirty (30) days of demand, or within such other period as may be agreed to in writing between the PARTIES hereto, STATE, acting through the State Controller, the State Treasurer, the CTC or any other public entity or agency, may intercept, withhold and demand the transfer of an amount equal to the amount paid by or owed to STATE for each PROJECT, from future apportionments, or any other funds due ADMINISTERING AGENCY from the Highway Users Tax Fund or any other sources of funds, and/or may also withhold approval of future STATE FUNDED projects proposed by ADMINISTERING AGENCY.

21. Should ADMINISTERING AGENCY be declared to be in breach of this AGREEMENT or otherwise in default thereof by STATE, and if ADMINISTERING AGENCY is constituted as a joint powers authority, special district, or any other public entity not directly receiving funds through the State Controller, STATE is authorized to obtain reimbursement from whatever sources of funding are available, including the withholding or transfer of funds, 20from those constituent entities comprising a joint powers authority or by bringing of an action against ADMINISTERING AGENCY or its constituent member entities, to recover all funds provided by STATE hereunder.

22. ADMINISTERING AGENCY acknowledges that the signatory party represents the ADMINISTERING AGENCY and further warrants that there is nothing within a Joint Powers Agreement, by which ADMINISTERING AGENCY was created, if any exists, that would restrict or otherwise limit STATE's ability to recover STATE FUNDS improperly spent by ADMINISTERING AGENCY in contravention of the terms of this AGREEMENT.

ARTICLE V

AUDITS, THIRD PARTY CONTRACTING, RECORDS RETENTION AND REPORTS

1. STATE reserves the right to conduct technical and financial audits of PROJECT work and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by paragraph three (3) of Article V.

2. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices sent to or paid by STATE.

3. ADMINISTERING AGENCY, ADMINISTERING AGENCY's contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States, all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts, and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above-referenced parties shall make such AGREEMENT and PROGRAM SUPPLEMENT materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years, or 35 years for Prop 1B funds, from the date of final payment to ADMINISTERING AGENCY.

4. ADMINISTERING AGENCY shall not award a construction contract over $25,000 on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. All contracts awarded by ADMINISTERING AGENCY intended or used as local match credit must meet the requirements set forth in this AGREEMENT regarding local match funds.

5. ADMINISTERING AGENCY shall comply with Chapter 10 (commencing with Section 4525) Division 5 of Title 1 of the Government Code and shall undertake the procedures described in California Government Code 4527(a) and 4528(a). Administering Agency shall comply with Chapter 10 of the LAPM for A&E Consultant Contracts.

6. ADMINISTERING AGENCY shall comply with Government Code Division 5 Title 1 sections 4525-4529.5 and shall undertake the procedures described in California Government Code 4527(a) and 4528(a) for procurement of professional service contracts. Administering Agency shall follow Public Contract Code Section 10335-10381 for other professional service contracts.

7. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain all of the provisions of Article IV, FISCAL PROVISIONS, and this ARTICLE V, AUDITS, THIRD-PARTY CONTRACTING, RECORDS RETENTION AND REPORTS and shall mandate that travel and per diem reimbursements and third-

party contract reimbursements to subcontractors will be allowable as PROJECT costs only after those costs are incurred and paid for by the subcontractors.

8. To be eligible for local match credit, ADMINISTERING AGENCY must ensure that local match funds used for a PROJECT meet the fiscal provisions requirements outlined in ARTICLE IV in the same manner that is required of all other PROJECT expenditures.

9. Except as provided in this Article, this AGREEMENT is solely between and for the benefit of the PARTIES and there are no third-party beneficiaries.

ARTICLE VI - MISCELLANEOUS PROVISIONS

1. ADMINISTERING AGENCY agrees to use all PROJECT funds reimbursed hereunder only for transportation purposes that are in conformance with Article XIX of the California State Constitution and other California laws.

2. ADMINISTERING AGENCY shall conform to all applicable State and Federal statutes and regulations, and the Local Assistance Program Guidelines and Local Assistance Procedures Manual as published by STATE and incorporated herein, including all subsequent approved revisions thereto applicable to PROJECT unless otherwise designated in the project-specific executed PROJECT SUPPLEMENT.

3. This AGREEMENT is subject to any additional restrictions, limitations, conditions, or any statute enacted by the State Legislature or adopted by the CTC that may affect the provisions, terms, or funding of this AGREEMENT in any manner.

4. ADMINISTERING AGENCY and the officers and employees of ADMINISTERING AGENCY, when engaged in the performance of this AGREEMENT, shall act in an independent capacity and not as officers, employees or agents of STATE.

5. Each project-specific PROGRAM SUPPLEMENT shall separately establish the terms and funding limits for each described PROJECT funded under this AGREEMENT and that PROGRAM SUPPLEMENT. No STATE FUNDS are obligated against this AGREEMENT.

6. ADMINISTERING AGENCY certifies that neither ADMINISTERING AGENCY nor its principals are suspended or debarred at the time of the execution of this AGREEMENT, and ADMINISTERING AGENCY agrees that it will notify STATE immediately in the event a suspension or a debarment occurs after the execution of this AGREEMENT.

7. ADMINISTERING AGENCY certifies, by execution of this AGREEMENT, that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by ADMINISTERING AGENCY for the purpose of securing business. For breach or violation of this warranty, STATE has the right to annul this AGREEMENT without liability, pay only for the value of the PROJECT work actually performed, or in STATE's discretion, to deduct from the price of PROGRAM SUPPLEMENT consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8. In accordance with Public Contract Code section 10296, ADMINISTERING AGENCY hereby certifies under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against ADMINISTERING AGENCY within the immediate preceding two (2) year period because of ADMINISTERING AGENCY's failure to comply with an order of a federal court that orders ADMINISTERING AGENCY to comply with an order of the National Labor Relations Board.

9. ADMINISTERING AGENCY shall disclose any financial, business, or other relationship with STATE that may have an impact upon the outcome of this AGREEMENT or any individual PROJECT encompassed within a PROGRAM SUPPLEMENT. ADMINISTERING AGENCY shall also list current contractors who may have a financial interest in the outcome of a PROJECT undertaken pursuant to this

AGREEMENT. These disclosures shall be delivered to STATE in a form deemed acceptable by the STATE prior to execution of this AGREEMENT.

10. ADMINISTERING AGENCY hereby certifies that it does not have, nor shall it acquire, any financial or business interest that would conflict with the performance of any PROJECT initiated under this AGREEMENT.

11. ADMINISTERING AGENCY certifies that this AGREEMENT was not obtained or secured through rebates, kickbacks or other unlawful consideration either promised or paid to any STATE employee. For breach or violation of this warranty, STATE shall have the right, in its sole discretion, to terminate this AGREEMENT without liability, to pay only for PROJECT work actually performed, or to deduct from a PROGRAM SUPPLEMENT price or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

12. Any dispute concerning a question of fact arising under this AGREEMENT that is not disposed of by agreement shall be decided by the STATE's Contract Manager, who shall be identified to ADMINISTERING AGENCY at the time of execution of this AGREEMENT and, as applicable , any time that Contract Manager changes during the duration of this AGREEMENT who may consider any written or verbal evidence submitted by ADMINISTERING AGENCY. The decision of the Contract Manager, issued in writing, shall be conclusive and binding on the PARTIES on all questions of fact considered and determined by the Contract Manager.

13. Neither the pending of a dispute nor its consideration by the Contract Manager will excuse the ADMINISTERING AGENCY from full and timely performance in accordance with the terms of this AGREEMENT and each PROGRAM SUPPLEMENT.

14. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under or in connection with any work, authority or jurisdiction of ADMINISTERING AGENCY arising under this AGREEMENT. It is understood and agreed that ADMINISTERING AGENCY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims and suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by ADMINISTERING AGENCY under this AGREEMENT.

15. Neither ADMINISTERING AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction arising under this AGREEMENT. It is understood and agreed that STATE shall fully defend, indemnify and save harmless the ADMINISTERING AGENCY and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this AGREEMENT.

16. In the event of (a) ADMINISTERING AGENCY failing to timely proceed with effective PROJECT work in accordance with the project-specific PROGRAM SUPPLEMENT; (b) failing to maintain any applicable bonding requirements; and (c)

otherwise materially violating the terms and conditions of this AGREEMENT and/or any PROGRAM SUPPLEMENT, STATE reserves the right to terminate funding for that PROJECT upon thirty (30) days' written notice to ADMINISTERING AGENCY.

17. No termination notice shall become effective if, within thirty (30) days after receipt of a Notice of Termination, ADMINISTERING AGENCY either cures the default involved or, if the default is not reasonably susceptible of cure within said thirty (30) day period the ADMINISTERING AGENCY proceeds thereafter to complete that cure in a manner and time line acceptable to STATE.

18. Any such termination shall be accomplished by delivery to ADMINISTERING AGENCY of a Notice of Termination, which notice shall become effective not less than thirty (30) days after receipt, specifying the reason for the termination, the extent to which funding of work under this AGREEMENT and the applicable PROGRAM SUPPLEMENT is terminated and the date upon which such termination becomes effective, if beyond thirty (30) days after receipt. During the period before the effective termination date, ADMINISTERING AGENCY and STATE shall meet to attempt to resolve any dispute. In the event of such termination, STATE may proceed with the PROJECT work in a manner deemed proper by STATE. If STATE terminates funding for PROJECT with ADMINISTERING AGENCY for the reasons stated in paragraph sixteen (16) of ARTICLE VI, STATE shall pay ADMINISTERING AGENCY the sum due ADMINISTERING AGENCY under the PROGRAM SUPPLEMENT and/or STATE-approved finance letter prior to termination, provided, however, ADMINISTERING AGENCY is not in default of the terms and conditions of this AGREEMENT or the project-specific PROGRAM SUPPLEMENT and that the cost of any PROJECT completion to STATE shall first be deducted from any sum due ADMINISTERING AGENCY.

19. In the case of inconsistency or conflicts with the terms of this AGREEMENT and that of a project-specific PROGRAM SUPPLEMENT and/or Cooperative Agreement, the terms stated in that PROGRAM SUPPLEMENT and/or Cooperative Agreement shall prevail over those in this AGREEMENT.

20. Without the written consent of STATE, this AGREEMENT is not assignable by ADMINISTERING AGENCY either in whole or in part.

21. No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES, and no oral understanding or agreement not incorporated herein shall be binding on any of the PARTIES.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT by their duly authorized officer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
By Daniel Bui
Senior Transportation Engineer
for Chief, Office of Project Implementation
Division of Local Assistance

Date 10/14/2021

City of Banning
By
Douglas Schulze, City Manager
City of Banning
Representative Name & Title
(Authorized Governing Body Representative)
Date 10/13/2021

EXHIBIT A - FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this Agreement, ADMINISTERING AGENCY will not discriminate against any employee for employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. ADMINISTERING AGENCY will take affirmative action to ensure that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. ADMINISTERING AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. ADMINISTERING AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, 1290-0 et seq.), and the applicable regulations promulgated thereunder (Cal. Code Regs., Title 2, 11000, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the ADMINISTERING AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. ADMINISTERING AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. ADMINISTERING AGENCY will permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which ADMINISTERING AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that ADMINISTERING AGENCY has violated the Fair Employment Practices Act.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right

to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by ADMINISTERING AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to ADMINISTERING AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure ADMINISTERING AGENCY's breach of this Agreement.

RESOLUTION 2021-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE EXECUTION OF THE CALIFORNIA DEPARTMENT OF TRANSPORTATION HIGHWAY SAFETY IMPROVEMENT PROGRAM STATE-AID MASTER AGREEMENT NO. 08-5214S21 AND PROGRAM SUPPLEMENT AGREEMENTS NO. HSIPSL-5214(013) AND NO. HSIPSL-5214(014)

WHEREAS, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 10 Highway Safety Improvement Program Benefit Cost Ratio category on October 15, 2020, for the purpose of making intersection improvements and installing sidewalks at the Omar/Ramsey Intersection; and

WHEREAS, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 10 Highway Safety Improvement Program Funding Set-asides category on October 15, 2020, for the purpose of installing/upgrading pedestrian crossings at four non-signalized intersections on Ramsey Street; and

WHEREAS, the City of Banning was notified on March 26, 2021, that the two grant applications were approved; and

WHEREAS, Master Agreement 08-5214S21 and the two corresponding Program Supplement Agreements HSIPSL-5214(013) (Ramsey-Omar Intersection Improvements and Sidewalk) for $18,800 and HSIPSL-5214(014) (Ramsey St. intersections) for $13,300 must be executed with Caltrans before grant funds may be claimed.

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

SECTION 1. Authorizes the City Manager or his designee to execute the Caltrans Master Agreement 08-5214S21, Program Supplement Agreement No. HSIPSL-5214(013), and Program Supplement Agreement No. HSIPSL-5214(014) and any related documents on behalf of the City of Banning.

PASSED, APPROVED AND ADOPTED this 12th day of October, 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 2021-91, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of October 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

PROGRAM SUPPLEMENT NO. 00000A279
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR STATE FUNDED PROJECTS NO 08-5214S21

Adv. Project ID 0824000003

Date: September 19, 2023
Location: 08-RIV-0-BAN
Project Number: HSIPSL-5214(018)
E.A. Number:
Locode: 5214

This Program Supplement, effective 9/7/2023, hereby adopts and incorporates into the Administering Agency-State Agreement No. 08-5214S21 for State Funded Projects which was entered into between the ADMINISTERING AGENCY and the STATE with an effective date of 10/14/2021 and is subject to all the terms and conditions thereof. This PROGRAM SUPPLEMENT is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. 2023-167 approved by the ADMINISTERING AGENCY on Oct. 10, 2023 (See copy attached).

The ADMINISTERING AGENCY further stipulates that as a condition to the payment by the State of any funds derived from sources noted below encumbered to this project, Administering Agency accepts and will comply with the Special Covenants and remarks set forth on the following pages.

PROJECT LOCATION: The intersection of Wilson St with 12th St.

TYPE OF WORK: Pedestrian Walkway **LENGTH:** 0.0(MILES)

Estimated Cost	State Funds		Matching Funds		
	STATE	$44,460.00	LOCAL		OTHER
$49,400.00			$4,940.00		$0.00

CITY OF BANNING

By Douglas Schulz

Title City Manager

Date 10/11/2023

Attest Caroline Jacobs

STATE OF CALIFORNIA
Department of Transportation

By Raimund Gambao

FOR **Chief, Office of Project Implementation**
Division of Local Assistance

Date 10/24/2023

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer Jennie Yee **Date** 9/19/2023 $44,460.00

SPECIAL COVENANTS OR REMARKS

1. A. This PROJECT has received STATE funds from Highway Safety Improvement Program (HSIP). The ADMINISTERING AGENCY agrees to administer the PROJECT in accordance with the Highway Safety Improvement Program (HSIP) Guidelines, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

B. The STATE funds for this PROJECT may be provided under one or more phases, which are Preliminary Engineering (PE), Right-of-Way (R/W) and Construction (Con).

A phase-specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the phase identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per phase. Unless otherwise determined, the effective date of the phase-specific allocation will constitute the start of reimbursable expenditures for the phase. The STATE funds available for reimbursement will be limited to the amount allocated by the STATE for the phase.

C. At the time of the first fund allocation approval for the Project, this PROGRAM SUPPLEMENT, a STATE-approved Allocation Letter and STATE Finance Letter are prepared to allow reimbursement of eligible PROJECT expenditures for the phase allocated.

D. STATE and ADMINISTERING AGENCY agree that any additional fund allocations made after the execution of this PROGRAM SUPPLEMENT, for the phase that has been authorized in the first fund allocation approval or for a new phase, will be encumbered on this PROJECT by use of a STATE-approved Allocation Letter and a STATE Finance Letter and are subject to the terms and conditions thereof.

E. This PROJECT is subject to the delivery requirements enacted by the HSIP guidelines. The delivery requirements may be accessed at: https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/highway-safety-improvement-program/delivery-requirements-status-approved-projects.

F. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer immediately after project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract. Failure to do so will cause a delay in the State processing of invoices for the construction phase.

G. The ADMINISTERING AGENCY shall invoice STATE for PE, R/W and CON costs no later than 180 days after the end of expenditure the phase. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance to make the final payment to the contractor, prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and

SPECIAL COVENANTS OR REMARKS

payment.

H. ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current LAPM provisions.

I. ADMINISTERING AGENCY agrees to comply with the requirements in 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (applicable to Federal and State Funded Projects).

J. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to provide the STATE, upon request, with the information related to the PROJECT for the purpose of project evaluation or other purposes.

K. The ADMINISTERING AGENCY shall construct the PROJECT in accordance with the scope of work presented in the application and approved by the State. Any changes to the approved PROJECT scope without the prior expressed approval of the State are ineligible for reimbursement and may result in the entire PROJECT becoming ineligible for reimbursement.

RESOLUTION 2023-167

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENTS WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR THREE HIGHWAY SAFETY IMPROVEMENT CYCLE 11 GRANTS FOR THE TRAFFIC SIGNAL HARDWARE UPGRADE AT SEVENTEEN SIGNALIZED INTERSECTIONS, PEDESTRIAN CROSSINGS UPGRADE AT NINETEEN INTERSECTIONS AND WILSON STREET/12™ STREET INTERSECTION IMPROVEMENTS

WHEREAS, on September 9, 2022, the City of Banning submitted a grant application to the State of California Department of Transportation (Caltrans) Cycle 11 Highway Safety Improvement Program for the upgrade of traffic signal hardware at seventeen (17) signalized intersections throughout the City; and

WHEREAS, on September 9, 2022, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 11 Highway Safety Improvement Program for the upgrade of pedestrian crossings at nineteen (19) intersections throughout the City; and

WHEREAS, on September 9, 2022, the City of Banning submitted a grant application to the State of California Department of Transportation Cycle 11 Highway Safety Improvement Program for the improvement of Wilson Street and 12th Street intersection; and

WHEREAS, on March 9, 2023, the City received notification from Caltrans that the City's three (3) HSIP grant applications selected for funding; and

WHEREAS, to proceed with the Preliminary Engineering (PE) phase, the City and Caltrans must execute Program Supplement Agreements No. HSIPSL-5214(016) for $54,000, HSIPSL-5214(017) for $76,500 and HSIPSL-5214(018) for $44,460 as part of the funding authorization process.

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

SECTION 1. The City Council approves Program Supplement Agreements with Caltrans for three (3) Highway Safety Improvement (HSIP) Cycle 11 grants for the Traffic Signal Hardware Upgrade at 17 Signalized Intersections, Pedestrian Crossings Upgrade at 19 Intersections and Wilson Street/12th Street Intersection Improvements.

SECTION 2 The City Council authorizes the City Manager or his designee to execute Program Supplement Agreements No. HSIPSL-5214(016), HSIPSL-5214(017) and HSIPSL-5214(018).

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 10th 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 2023-167, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th 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

HSIP Wilson & 12th Street Intersection - TKE Engineering

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
Task 1	Project Management	1	Hourly	$6,055.00	$6,055.00
Task 2	Preliminary Investigation/Site	1	Hourly	$7,820.00	$7,820.00
Task 3	Engineering Design - Design Plans 60%	1	Each	$9,980.00	$9,980.00
Task 3	Engineering Design - Design Plans 90%	1	Each	$5,180.00	$5,180.00
Task 3	Engineering Design - Design Plans 100%	1	Each	$3,110.00	$3,110.00
Task 4	Specifications & Cost Estimate	1	Lump Sum	$5,180.00	$5,180.00
Task 5	Bidding/Construction Support	1	Lump Sum	$4,340.00	$4,340.00
				Total	**$41,665.00**

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Arturo Vela, Interim City Manager**

PREPARED BY: **Nicole Jews, Human Resources Manager**
Lisa Rossi, Human Resources Director

MEETING DATE: **February 10, 2026**

SUBJECT: **Consideration of Resolution 2026-33, Amending the Classification and Compensation Plan, Position Reclassification (Accountant)**

RECOMMENDATION:

Adopt Resolution 2026-33.

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:

Fiscal Services - Finance

During the April 9, 2024 City Council meeting, approval was granted to reclassify two of the Accounting Specialist positions to an Accountant I. This action included a salary grade change from G58 to G61.

Following further review and internal discussions, staff recommends reclassifying one of the approved Accountant I positions to an Accounting Specialist, Payroll position. The Payroll Department is unable to effectively operate with only one Accounting Specialist position. Reclassification of this position will ensure continuity of payroll functions and provide the necessary administrative support to maintain efficient departmental operations.

The job description for the Accounting Specialist, Payroll is included with the agenda item.

FISCAL IMPACT:

Fiscal Impact – Funding from General Fund (Fiscal Services budget)

Position/Range	Proposed Salary Range	Current Salary Range	Proposed Base Wage Difference (min-max)

Accountant / G61	$63,946.98 to $86,512.43		$63,946.98 to $86,512.43
Accounting Specialist / G58		$59,381.13 to $80,335.39	$59.381.13 to $80,335.39
Total Annual Fiscal Impact (saving)			*$(4,545.85) to $(6,177.04)*

ALTERNATIVES:

Do not adopt Resolution 2026-33 and provide alternative direction to staff.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2026-33.doc
2. Accounting Specialist, Payroll.doc

RESOLUTION 2026-33

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	Accountant – G61 (Fiscal Services Group)	1
Add	Accounting Specialist – G58 (Fiscal Services Group)	1

SECTION 2. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

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

PASSED, APPROVED AND ADOPTED this 10th day of February 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon,
Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

John Pinkey, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-33, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of February 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon,
Deputy City Clerk
City of Banning, California

Exhibit A
Job Description

JOB DESCRIPTION

TITLE: Accounting Specialist - Payroll	**JOB CODE: 1136**
DEPARTMENT: Administrative Services / Finance	**FLSA STATUS:** Non-Exempt
REPORTS TO: Deputy Finance Director	**UNION STATUS:** Represented
SUPERVISES: n/a	**EFFECTIVE DATE:** 07/14/2015
SALARY: G58	**REVISED DATE:** 07/07/2020

JOB PURPOSE/SUMMARY

Under general supervision, performs routine to moderately complex technical and specialized duties in the preparation, processing and maintenance of the City-wide payroll and related records; general ledger accounting, accounts payable, purchase requisitions, business licenses and performs related duties as assigned.

ABOUT THE CITY OF BANNING

The City of Banning is located in the San Gorgonio Pass area of Southern California. The community of over 30,000 people is diverse with income levels slightly lower than other areas of Riverside County. However, growth and development is occurring rapidly, which will create new jobs, increase the population and raise income levels. Our employees are the most important asset in preserving our Proud History, Creating a Prosperous Tomorrow, and in responding to the community's needs. The City provides competitive salaries, outstanding benefits and professional growth opportunities.

CITY VISION

The City of Banning promotes and supports a high quality of life that ensures a safe and friendly environment, fosters new opportunities and provides responsible, fair treatment to all and is the pride of its citizens.

CORE VALUES

- **Customer Service Excellence**: We excel in what we do by staying responsive, flexible, patient, effective, and professional.
- **Integrity**: We are ethical, accountable and compliant with our responsibility to the public and community.
- **Teamwork**: We work together and maintain great communication and respect and foster a fun and enjoyable atmosphere to take pleasure in what we do.
- **Yes-Minded**: We recognize diversity and maintain a positive attitude to do all we can to serve the community in the safest and most responsible manner.

PERFORMANCE EXPECTATIONS

- **Leadership:** Contributes to a positive work culture consistent with the City of Banning Leadership Philosophy, actively welcomes new approaches to public service and supports change and process improvements at all levels within the organization.
- **Management:** Able to independently assess and organize personal work performance while contributing to the overall organization.
- **Teamwork:** Demonstrates ability and willingness to work collaboratively with a team.

- **Communication:** Communicates effectively with peers, supervisors, subordinates, and individuals to who service is provided.

ESSENTIAL FUNCTIONS

- Depending on the area of the assignment, duties may include, but are not limited to the following:
- Reviews and processes payroll action forms and resolves discrepancies with Human Resources;
- Ensures employees are correctly set up in the payroll system;
- Verifies, audits, edits and processes biweekly employee payroll in accordance with City policies and procedures and labor contract agreement provisions;
- generates reports and verifies accurate reporting of changes in pay, payroll status, benefits, taxes and other deductions, as well as retroactive pay adjustments and terminations;
- Verifies and edits attendance and work hours data entered by departments;
- Works with departments to resolve reporting problems and errors; enters work hours, leaves taken, overtime and account codes for employees with labor distribution and for part-time employees;
- Processes adjustments to individual employee pay to correct errors;
- Processes employee payroll deductions, benefits elections and tax changes;
- Monitors eligibility dates and initiates set up of annual enrollments/increases and floating holiday accruals.
- Processes and data enters special payroll transactions, such as wage assignments, liens, and child support payments;
- Makes payroll system adjustments to ensure appropriate payroll tax treatment of retroactive and other special wages;
- Generates and checks preliminary and final payroll reports and registers;
- Runs leave accrual processes;
- Generates paychecks; processes void and reissued paychecks;
- Ensures timely and accurate posting of payroll to the financial accounting system and generates electronic bank deposits;
- Generates and distributes a variety of system reports and ensures appropriate documentation for audit purposes;
- Posts deduction and benefit amounts to subsidiary ledger accounts; prepares payment authorizations for vendors;
- Generates EFT transfers for tax deposits;
- Reconciles quarterly tax reports to the general ledger; prepares and submits quarterly tax returns and media files for transmission;
- Reconciles payroll liability accounts, resolves discrepancies and posts adjusting journal entries; responsible for required maintenance of payroll software;
- Answers department and employee questions regarding payroll and benefits deductions by explaining requirements, policies and procedures;
- Researches and remains current on Federal and State payroll tax law changes, pension, benefits and other applicable regulations affecting payroll;
- Maintains required files and records; researches transaction history to verify payroll totals, accruals and audit questions.
- Performs user testing of system updates.
- Attends a variety of meetings, training sessions and seminars as required.

KNOWLEDGE OF:

- City organization, operations, policies and procedures.
- Structure, organization and interrelationships of City departments, agencies and related governmental agencies and offices affecting assigned functions.
- Federal, State and City laws, regulations, rules and guidelines applicable to timekeeping, payroll preparation and pay reporting.
- Methods, practices, documents and terminology used in processing payroll transactions and in payroll recordkeeping.

- The City's payroll system and associated practices and procedures for processing payroll information and interpreting input and output data.
- Payroll and deductions policies, practices and procedures, including garnishment and employment verification.
- Records management and file maintenance procedures.
- Standard office practices and procedures.
- Principles and practices of quality customer service and sound business communication.
- Operate a computer using word processing, spreadsheet and accounting system applications; operate a calculator and other standard office equipment.
- Organize, set priorities and exercise sound judgment within established guidelines.
- Interpret, apply and reach sound decisions in accordance with City rules, policies and department procedures.
- Make calculations and tabulations and review payroll and related documents and information with speed and accuracy.
- Understand and follow written and verbal instructions.
- Learn and apply new information.
- Schedule, organize, analyze and complete work in accordance with established guidelines.
- Prepare clear and accurate payroll records and reports.

ABILITY TO:

- Understand, analyze, interpret, apply and explain complex policies, procedures, laws and regulations
- Prepare clear, concise and effective written materials.
- Maintain accurate records and files.
- Research and compile information and preparing reports and recommendations.
- Exercise sound independent judgment within established guidelines.
- Establish and maintain effective working relationships with those contacted in the course of the work, including maintaining a high degree of confidentiality.
- Coordinate multiple concurrent projects.
- Assess and prioritize multiple tasks, projects and demands.
- Interpret and apply city policies, procedures, laws and regulations.
- Support and model the identified vision, values and behaviors of the organization.
- Establish and maintain effective working relationships.
- Operate a personal computer utilizing a variety of standard and specialized software.
- Communicate effectively both orally and in writing.
- Prepare and maintain accurate and complete specialized records and files.
- Communicate clearly and effectively, both orally and in writing, and work cooperatively with employees, customers, the general public, vendors, co-workers, department representatives, supervisors, management and others encountered in the course of work.
- Exercise tact and diplomacy in dealing with sensitive, complex and confidential payroll issues and situations.
- Maintain complete confidentiality of sensitive employee information.
- City's and the Department's policies and procedures.
- Accounts payable, payroll, purchasing and general ledger procedures.
- Financial reporting guidelines and procedures.
- Reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, Regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in operating a personal computer utilizing a variety of software applications.

PREFERRED QUALIFICATIONS

Any combination of education and experience that provides the knowledge, skills, and ability necessary for the position. Typically qualifications should include an Associate's degree with major coursework in accounting, bookkeeping or a closely related field and three (3) years of progressively responsible experience in payroll, tax and insurance deductions, accounts payable, purchasing, and customer service. Experience in municipal payroll operations is desirable. A Bachelor's degree is preferred.

LICENSE AND CERTIFICATION REQUIREMENTS

- Valid California State driver's license is required.
- American Payroll Association certification is desired.
- May be required to work outside the traditional work schedule.
- Successful completion of a pre-employment background check is required.

WORKING CONDITIONS

The regular work schedule is generally Monday through Friday, 8 am to 5 pm. Work is primarily performed in an office which is busy, oriented to public service and subject to occasional work interruptions. Noise level is moderate. Occasional attendance at meetings before or after regular work hours is required.

PHYSICAL REQUIREMENTS

Continuous repetitive arm/hand movement is essential to performance. The incumbent in this position must be able to discern voice conversation, have the physical ability to perform essential job functions, and have hand-eye coordination sufficient to operate computers, do keyboarding and operate other office equipment. The incumbent must have the ability to produce legible handwritten documents and may need to push, pull, lift and carry up to 20 pounds.

The City of Banning is an equal opportunity employer. All employees and candidates for employment will be recruited, selected, trained, promoted, compensated and, if necessary, disciplined or terminated without regard to sex/gender, race, national origin, religion, creed, color, marital status, veteran status, age, national origin, pregnancy, sexual orientation, gender identity, disability, genetic information or any other basis prohibited by law.

While requirements may be representative of minimum levels of knowledge, skills and abilities to perform this job successfully, the incumbent will possess the abilities or aptitudes to perform each duty proficiently. This job description does not constitute an employment agreement between the Employer and Employee and is subject to change as the needs of the Employer and requirements of the job change.

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:	**February 10, 2026**
SUBJECT:	**Discussion of the 2025 Development Impact Fee Study, Maximum Justifiable Rates and City Council's Direction for Final Rates for Approval.**

RECOMMENDATION:

Provide direction to staff on Development Impact Fee Rates.

BACKGROUND:

On January 13, 2026, the City Council held a workshop to discuss the Development Impact Fee (DIF) Study and the maximum justifiable rates for the DIF categories for Electric, Fire, General Facilities, Parks, Police, Traffic, Wastewater, and Water. There was discussion from Council to compare proposed rates with neighboring communities. This discussion would provide results on that analysis.

The updated DIF study and rates would be assessed on a per square foot basis for the land use categories of Single Family Residential, Multi-Family Residential, Commercial, Office, and Industrial. The one exception would be for water, which is based on the meter size, and thereby demand, for water services.

Any analysis was prepared by Public Works staff to compare DIF between the proposed City of Banning rates and the effective City of Beaumont and Beaumont Cherry Valley Water District Rates. It is important to note that rates charged by the Beaumont Cherry Valley Water District are not based on square footage, and are a best estimate by staff on the actual charges based on their fee assessment schedule, that includes several property specific calculations including length of frontage that is not included in the Banning rates. The analysis is included as an attachment to this staff report.

The general findings show that at the maximum justifiable rate from the Development Impact Fee (DIF) study, that residential DIF in Banning ranges from 6% to 20% higher than that of Beaumont for the selected projects, while non-residential rates are range from 30% to 56% lower for the selected projects.

City Council may elect to set rates lower than the maximum justifiable rates, but may not increase any category over the maximum justifiable rates.

JUSTIFICATION:

It is required under AB602 that Development Impact Fees be evaluated every 8 years. The last fee update study was prepared in 2019, putting this update within the legal requirements of AB602.

FISCAL IMPACT:

If City Council directs to set Development Impact Fees at rates less than the maximum justifiable rates

discussed in the Development Impact Fee (DIF) Study, the City may need to evaluate other revenue sources to provide for the project and facilities included in the DIF study. Alternately, certain projects and facilities in the DIF study may not be able to be completed.

Development Impact Fees are assessed on all new development, regardless of the size of said development. DIF is required prior to the Certificate of Occupancy or Final Inspection of all residential, commercial, office, and industrial properties.

ALTERNATIVES:

None

BUDGETED?:

No

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. 2019 Current DIF Table.pdf
2. 2026 Proposed DIF Table.pdf
3. 2026 Proposed DIF Table - Max vs. Beaumont.pdf
4. 2026 Proposed DIF Table - Reduced vs. Beaumont.pdf

City of Banning DIF Analysis

2019 Development Impact Fee Schedule

Resolution 2019-112, Adopted 9/10/19

Land Use	Fire Protection Facilities	General City Facilities	Parkland and Parks	Police Facilities	Traffic Impact Fees	Wastewater Facilities 1 EDU = $5,061	Water Facilities Fees Based on Meter Size	
Residential Uses (Fees assessed on a PER DWELLING UNIT basis)								
Single Family	$ 746.00	$ 521.00	$ 3,840.00	$ 1,200.00		$ 5,061.00	3/4"	$ 5,847.00
Multi-Family	$ 610.00	$ 426.00	$ 3,142.00	$ 892.00		$ 5,061.00	1"	$ 9,744.00
					Based on		1-1/2"	$ 19,488.00
					Detail Land		2"	$ 31,181.00
Non-Residential Uses (Fees assessed on a PER 1000 SF basis)					Use in Traffic		3"	$ 58,464.00
Commercial	$ 486.00	$ 492.00	$ -	$ 351.00	Fee Study	p/EDU	4"	$ 97,441.00
Office	$ 633.00	$ 643.00	$ -	$ 458.00		p/EDU	6"	$ -
Industrial	$ 236.00	$ 239.00	$ -	$ 170.00		p/EDU	8"	$ -

Traffic Impact Fee Schedule

Residential Uses			*Non-Residential Uses*		
Ranch/Ag	1 DU/10 AC	$ 3,410.05	General Commercial	p/1000 SF	$ 8,317.72
Ranch/Ag - Hillside	1 DU/10 AC	$ 3,411.98	Highway Serving Com.	p/1000 SF	$ 8,323.33
Rural	1 DU/10 AC	$ 3,410.08	Downtown Com.	p/1000 SF	$ 8,319.00
Rural - Hillside	1 DU/10 AC	$ 3,409.78	Professional Office	p/1000 SF	$ 3,518.23
VLDR	0-2 DU/AC	$ 3,409.95	Business Park	p/1000 SF	$ 4,493.57
LDR	2-5 DU/AC	$ 3,409.87	Industrial	p/1000 SF	$ 1,791.69
MDR	5-10 DU/AC	$ 2,644.10	Airport Industrial	p/1000 SF	$ 1,419.54
HDR	10-28 DU/AC	$ 2,644.17	Ind. Mineral Resources	p/1000 SF	$ 630.09
Mobile Home Park		$ 1,807.98			

City of Banning, Ca

2026 Development Impact Fee Schedule

Land Use	Police Facilities	Fire Protection Facilities	Parkland and Parks	General City Facilities	Wastewater Facilities	Traffic Impact Fees	Electric Impact Fee	Water Facilities	
Residential Uses (Fees assessed on a PER SQUARE FOOT basis)									
Single Family	$ 0.90	$ 1.26	$ 3.80	$ 1.23	$ 6.39	$ 1.23	$ 0.99	3/4"	$ 11,251
Multi-Family	$ 1.57	$ 2.19	$ 6.59	$ 2.13	$ 4.33	$ 1.03	$ 0.93	1"	$ 18,751
								1-1/2"	$ 37,503
								2"	$ 60,004
Non-Residential Uses (Fees assessed on a PER SQUARE FOOT basis)								3"	$ 112,508
Commercial	$ 0.48	$ 0.67		$ 0.47	$ 4.49	$ 10.37	$ 2.36	4"	$ 187,513
Office	$ 0.63	$ 0.88		$ 0.62	$ 1.57	$ 3.39	$ 2.21	6"	$ 375,025
Industrial	$ 0.23	$ 0.33		$ 0.23	$ 1.82	$ 1.65	$ 1.27	8"	$ 1,050,071

Resolution 2026-24, Effective March 12, 2026 (Police, Fire Protection, Parkland and Parks, General Facilities, Wastewater, Traffic, Water)
Resolution 2026-24, Effective March 26, 2026 (Electric)

City of Banning, Ca

2026 Development Impact Fee Schedule

Maximum Justifiable Fee per Development Impact Fee (DIF) Study dated January 2026 by Matrix Consulting Group

Land Use	Electric Impact Fee	Fire Protection Facilities	General City Facilities	Parkland and Parks	Police Facilities	Traffic Impact Fees	Wastewater Facilities	Water Facilities	
Residential Uses (Fees assessed on a PER SQUARE FOOT basis)									
Single Family	$ 0.99	$ 1.26	$ 1.23	$ 3.80	$ 0.90	$ 1.23	$ 6.39	3/4"	$ 11,251
Multi-Family	$ 0.93	$ 2.19	$ 2.13	$ 6.59	$ 1.57	$ 1.03	$ 4.33	1"	$ 18,751
								1-1/2"	$ 37,503
								2"	$ 60,004
Non-Residential Uses (Fees assessed on a PER SQUARE FOOT basis)								3"	$ 112,508
Commercial	$ 2.36	$ 0.67	$ 0.47		$ 0.48	$ 10.37	$ 4.49	4"	$ 187,513
Office	$ 2.21	$ 0.88	$ 0.62		$ 0.63	$ 3.39	$ 1.57	6"	$ 375,025
Industrial	$ 1.27	$ 0.33	$ 0.23		$ 0.23	$ 1.65	$ 1.71	8"	$ 1,050,071

Resolution 2026-XXX, Effective MONTH DATE, 2026 (Police, Fire Protection, Parkland and Parks, General Facilities, Wastewater, Traffic, Water)
Resolution 2026-XXX, Effective MONTH DATE, 2026 (Electric)

Sample Projects	2026 Banning DIF	2024 Beaumont DIF			
1530 S.F. SFR	$ 42,925.00	$ 38,196.60	1" water meter	12%	Difference between 2026 Banning and 2024 Beaumont
2024 S.F. SFR	$ 50,730.20	$ 46,553.68	1" water meter	9%	Difference between 2026 Banning and 2024 Beaumont
2625 S.F. SFR	$ 60,226.00	$ 56,657.00	1" water meter	6%	Difference between 2026 Banning and 2024 Beaumont
950 S.F. MFR	$ 29,082.50	$ 24,169.75	3/4" individual water meter	20%	Difference between 2026 Banning and 2024 Beaumont
25000 S.F. Com	$ 531,004.00	$ 757,510.00	2" water meter	-30%	Difference between 2026 Banning and 2024 Beaumont
30000 SF Office	$ 316,503.00	$ 582,190.00	1.5" water meter	-46%	Difference between 2026 Banning and 2024 Beaumont
750000 S.F. Ind	$ 4,177,508.00	$ 9,424,080.00	3" water meter	-56%	Difference between 2026 Banning and 2024 Beaumont

City of Banning DIF Analysis

2026 Proposed Development Impact Fee Schedule

Consideration of Reduded Rates

90%	Of Maximum Justifiable DIF	Residential Land Uses
90%	Of Maximum Justifiable DIF	Water Meters 1.5" and smaller — Typical Residential Sizes
100%	Of Maximum Justifiable DIF	Non-Residential Land Uses
100%	Of Maximum Justifiable DIF	Water Meters 2" and larger — Typical Non-Residential Sizes

Land Use	Electric Impact Fee	Fire Protection Facilities	General City Facilities	Parkland and Parks	Police Facilities	Traffic Impact Fees	Wastewater Facilities	Water Facilities	
Residential Uses (Fees assessed on a PER SQUARE FOOT basis)									
Single Family	$ 0.89	$ 1.13	$ 1.11	$ 3.42	$ 0.81	$ 1.11	$ 5.75	3/4"	$ 10,126
Multi-Family	$ 0.84	$ 1.97	$ 1.92	$ 5.93	$ 1.41	$ 0.93	$ 3.90	1"	$ 16,876
								1-1/2"	$ 33,753
								2"	$ 60,004
Non-Residential Uses (Fees assessed on a PER SQUARE FOOT basis)								3"	$ 112,508
Commercial	$ 2.36	$ 0.67	$ 0.47		$ 0.48	$ 10.37	$ 4.49	4"	$ 187,513
Office	$ 2.21	$ 0.88	$ 0.62		$ 0.63	$ 3.39	$ 1.57	6"	$ 375,025
Industrial	$ 1.27	$ 0.33	$ 0.23		$ 0.23	$ 1.65	$ 1.71	8"	$ 1,050,071

Sample Projects	2026 Banning DIF	2024 Beaumont DIF			
1530 S.F. SFR	$ 38,632.50	$ 38,196.60	1" water meter	1%	Difference between 2026 Banning and 2024 Beaumont
2024 S.F. SFR	$ 45,657.18	$ 46,553.68	1" water meter	-2%	Difference between 2026 Banning and 2024 Beaumont
2625 S.F. SFR	$ 54,203.40	$ 56,657.00	1" water meter	-4%	Difference between 2026 Banning and 2024 Beaumont
950 S.F. MFR	$ 26,174.25	$ 24,169.75	3/4" individual water meter	8%	Difference between 2026 Banning and 2024 Beaumont
25000 S.F. Com	$ 531,004.00	$ 757,510.00	2" water meter	-30%	Difference between 2026 Banning and 2024 Beaumont
30000 SF Office	$ 312,752.70	$ 582,190.00	1.5" water meter	-46%	Difference between 2026 Banning and 2024 Beaumont
750000 S.F. Ind	$ 4,177,508.00	$ 9,424,080.00	3" water meter	-56%	Difference between 2026 Banning and 2024 Beaumont