AGENDA

CITY COUNCIL - REGULAR MEETING AND ADJOURNED REGULAR MEETING OF MARCH 10, 2026. CITY OF BANNING, CALIFORNIA

March 24, 2026
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

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

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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 Reverend Ayodele Ode of Banning United Methodist Church

1.2 **PLEDGE OF ALLEGIANCE**

1.3 **ROLL CALL**

2. AGENDA APPROVAL

2.1 **AGENDA APPROVAL**

3. ADJOURNED BUSINESS - ITEMS CONTINUED FROM MARCH 10, 2026

The following items were not completed at the March 10, 2026 regular meeting and will be heard first:

3.1 Continued from the March 10, 2026, meeting - Consideration of an Application by the City of Banning, CA for General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502) to Amend the Land Use Designation and Zoning of Approximately 41 acres of Land Owned by Mount San Jacinto Community College District Located Near the Southeast Corner of Westward and Sunset Avenues from PF–S (Public Facilities-Schools) to Very High Density Residential (VHDR) to Transfer Density of Not Less Than 1,146 Residential Units from the Sunset Crossroads Specific Plan.

Recommendation: STAFF RECOMMENDATION:

1. Adopt Resolution No. 2026-33, approving General Plan Amendment No. 22-2502; and
2. Adopt Ordinance No. 1619, approving Zone Change No. 22-3502

PLANNING COMMISSION RECOMMENDATION:

1. Adopt Resolution No. 2026-32, denying General Plan Amendment No. 22-2502 and Zone Change 22-3502 as recommended by the Planning Commission

3.2 Consideration of Resolution 2026-40 , Adopting Address-Related Fees Pursuant to BMC Chapter 12.32 and Update the City Master Fee Schedule.

Recommendation:

Adopt Resolution No. 2026-40, establishing fees for address-related services pursuant to Banning Municipal Code Chapter 12.32.

3.3 Making a Determination of Exemption from the California Environmental Quality Act and Conducting the First Reading and Introduction of Ordinance 1622, Amending Chapter 9.09 of Title 9 (Public Peace, Morals, and Welfare) of the Banning Municipal Code to Provide Updated Regulations Governing Camping and Related Activities Within the City of Banning

Recommendation: Introduce and waive first reading, direct the City Clerk to read the ordinance by title only, and Introduce Ordinance No. 1622, entitled:

3.4 Consideration of Resolution 2026-48, Authorizing the Appointment of Retired Annuitant Matthew Bassi as Interim Community Development Director

Recommendation:

Adopt Resolution 2026-48

4. PRESENTATIONS

5. REPORT ON CLOSED SESSION

John Pinkney, City Attorney

6. PUBLIC COMMENTS, CORRESPONDENCE, APPOINTMENTS, AND REPORTS

6.1 PUBLIC COMMENTS

6.2 CORRESPONDENCE

6.3 APPOINTMENTS

Parks and Recreation Appointment for Position 1, term ending January 31, 2029
Recommendation: Appoint applicant to fill vacancy in Position 1 on the Parks and Recreation Commission

Planning Commission Appointments for Positions 1 & 2, terms ending January 31, 2029
Recommendation: Appoint up to two applicants to fill two vacancies in Positions 1 & 2 on the Banning Planning Commission

6.4 CITY COUNCIL COMMITTEE REPORTS

6.5 ANNOUNCEMENT OF CITY COUNCIL MEMEBERS

6.6 CITY MANAGER'S REPORT
Update on the Strategic Plan/Workout Plan to Sustainability

6.7 CITY ATTORNEY'S REPORT

7. PUBLIC HEARINGS

8. 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.

8.1 Receive and File Fire Protective Services Statistics for the Month of February 2026

Recommendation: Receive and file

8.2 Receive and File Police Department Statistics for the Month of February 2026
Recommendation: Receive and file.

8.3 Receive and File Animal Control Statistics for the Month of February 2026
Recommendation: Receive and file

8.4 Receive and File Code Enforcement Statistics for the Month of February 2026
Recommendation: Receive and file

8.5 Authorize the City Manager to sign the Notice of Completion for Project No. 2024-08 "Banning Water Canyon Stormwater Percolation Basin Repairs" as complete and direct the City Clerk to record the Notice of Completion.
Recommendation: Authorize execution of the Notice of Completion.

8.6 Accept Easements from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map Nos. 37389-1, 37389-4, and 37389-F within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System
Recommendation: Accept easements from Tri Pointe Homes for electric utility purposes for Tract Map Nos. 37389-1 Lots G and M, 37389-4 Lot H, and 37389-F Lot H within the Atwell development.

8.7 Consideration of Resolution 2026-52, Adopting the Water Supply Verification for Tract No. 39259 and 39262 (Atwell Specific Plan Phases 3B & 4A-1).
Recommendation: Adopt Resolution 2026-52

8.8 Consideration of Resolution 2026-57, Approving the Execution of a Service Contract with the California Department of Transportation for the Construction of Safety Improvements at the At-Grade Crossing of San Gorgonio Avenue and the Union Pacific Railroad.
Recommendation: Adopt Resolution 2026-57

9. REPORTS OF OFFICERS

10. DISCUSSION ITEMS/ACTION ITEMS

10.1 Discussion and Direction regarding the Draft City of Banning Reimbursement Policy for Elected and Appointed Officials – also known as the Travel Policy
Recommendation: Discussion by and direction from the City Council regarding the draft City of Banning Reimbursement Policy for Elected and Appointed Officials.

10.2 Consideration of Resolution 2026-51, Approving a Professional Services Agreement with Urban Futures, Inc to Provide Municipal Advisory Services in an Amount Not-to-Exceed $100,000 per Year
Recommendation: Adopt Resolution 2026-51

10.3 Consideration of Resolution 2026-43, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display
Recommendation: Adopt Resolution 2026-43

10.4 Consideration of Resolution 2026-55, Approving the Purchase of Electronic Citation and Collision Reporting Software from Crossroads Software, Inc. Utilizing Office of Traffic Safety (OTS) Traffic Records Improvement Project (TRIP) Grant Funds
Recommendation: Approval of Resolution 2026-55

10.5 Consideration of Resolution 2026-41, Amending the Classification and Compensation Plan, Classification Change (Police Corporal and Police Sergeant)
Recommendation:

Adopt Resolution 2026-41

10.6 Consideration of Resolution 2026-54, Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2026/2027, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District (LMD) No. 1
Recommendation: Adopt Resolution 2026-54

10.7 Consideration of Resolution 2026-56 Approving Amendment No. 6 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $78,624 for Construction Engineering Support Services and Extending the Agreement Term to December 31, 2027, for the Sun Lakes Boulevard Extension Project
Recommendation: Adopt Resolution 2026-56

10.8 Consideration of Resolution 2026-53, a Resolution of the Banning City Council approving the amendment to agreement for professional services (C01207) for the Banning Armory Community Resilience Center Project by and between City of Banning and Richard Yen and Associates Architects and Planners, Inc.
Recommendation: Adopt Resolution 2026-53

11. ITEMS FOR FUTURE AGENDAS

11.1 **NEW ITEMS**
11.2 **EXISTING ITEMS**

1. Emergency Preparedness (Barrington) January 2025
2. Review and Update Council Travel Policy (Flynn) May 2025
3. Streamline Procurement Policy (Flynn) August 2025
4. Update (anti-camping) Ordinance 1603 (Flynn) October 2025
5. Revise Manual of Procedural Guidelines, Article 10.3 (c) (Flynn) December 2025
6. Sales Tax Agreement Update with Diamond Chevrolet (Flynn) December 2025
7. Cannabis Warehouse Moratorium (New Facilities Only) (Barrington) December 2025
8. Update Outdated Billboard on Sunset St. (Flynn) January 2026
9. Continue Food Truck Festival (Barrington) January 2026

12. ADJOURNMENT

Next Regular Meeting – April 14, 2026.

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Vickie Sellers, Elected City Clerk
Secretaria Municipal Electa

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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.

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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: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Mark Staples, Planning Manager**

MEETING DATE: **March 24, 2026**

SUBJECT: **Continued from the March 10, 2026, meeting - Consideration of an Application by the City of Banning, CA for General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502) to Amend the Land Use Designation and Zoning of Approximately 41 acres of Land Owned by Mount San Jacinto Community College District Located Near the Southeast Corner of Westward and Sunset Avenues from PF–S (Public Facilities-Schools) to Very High Density Residential (VHDR) to Transfer Density of Not Less Than 1,146 Residential Units from the Sunset Crossroads Specific Plan.**

RECOMMENDATION:

STAFF RECOMMENDATION:
1. Adopt Resolution No. 2026-33, approving General Plan Amendment No. 22-2502; and
2. Adopt Ordinance No. 1619, approving Zone Change No. 22-3502

PLANNING COMMISSION RECOMMENDATION:
1. Adopt Resolution No. 2026-32, denying General Plan Amendment No. 22-2502 and Zone Change 22-3502 as recommended by the Planning Commission

BACKGROUND:

PROJECT APPLICANT:

City of Banning
99 East Ramsey Street
Banning, CA 92220

FEBRUARY 26, 2026, CITY COUNCIL MEETING SUMMARY:

At the February 26, 2026, City Council meeting, City Attorney John Pinkney announced that there were additional revisions to the proposed Development Agreement that had not been made available for review by the City Attorney, City Council, or the public. Mayor Royce made a motion to table the item and continue to the next regular meeting on March 10, 2026, Councilmember Miller seconded the motion and the motion passed 5-0.

JANUARY 28, 2026, CITY COUNCIL MEETING SUMMARY:

At the January 13, 2026, City Council meeting, a public hearing was opened and closed for this project, comments from the public were received, and the Council asked questions of the project applicant. Council Member Miller motioned to continue the item to the next meeting, with Mayor Royce seconding

the motion. The questions asked at the January 13 meeting include:

1. Was Mt. San Jacinto College involved in the review process?

The previous Community Development Directors were in communication with the College during the process. Planning Manager Mark Staples held a follow-up Teams call, on February 6, 2026, with Dr. Roger Schultz, Superintendent/President, and Michael Beckham, VP Business Services, of MSJC. The College has not taken a position either in favor of or in opposition to the transfer of development rights or the zone change and general plan amendment to the surplus school properties. Attached is a letter from MSJC, dated February 17, 2026.

2. Will the transfer of the 1,146 residential units be units lost for the City?

The Planning Department will be required to report the transfer of development rights annually to the state Department of Housing and Community Development (HCD) with each Annual Progress Report (APR) until such time the units are realized and developed.

BACKGROUND:

NP Banning Industrial, LLC has submitted multiple entitlement applications for approval of the Sunset Crossroads Specific Plan, which will appear at public hearings as a separate public hearing item. Approval of the proposed new Specific Plan Project will result in approximately 141.2 acres of existing residentially zoned properties within the City of Banning to convert to commercial and industrial land uses. The City has determined that adoption of a General Plan Amendment and Zone Change for the Sunset Crossroads Project would result in the reduction of the City's residential capacity by a maximum of 1,146 units. This is a conservative estimate because it assumes the maximum number of units that could be developed and developments typically do not achieve maximum density due to a variety of factors, including topography and infrastructure requirements.

State law, set forth in California Government Code Section 66300 et seq., requires that the City identify and rezone other land in the City concurrently with adoption of the Sunset Crossroads Project to ensure 'no net loss' of the City's residential development capacity. The City has therefore identified 41-acres of the 49.2-acre site located adjacent to the Sunset Crossroads development site, east of Sunset Avenue and south of Westward Avenue (MSJC Site), that is owned by the Mt. San Jacinto Community College District (MSJCCD) for that purpose. A portion of the MSJC site houses the existing MSJCCD San Gorgonio Campus.

To avoid a net loss to the City's residential capacity that would otherwise occur if the Sunset Crossroads Specific Plan Project is approved, the City is proposing to concurrently amend the general plan land use designation and change the zoning classification of the approximately 41 acres of the MSJC site to Very High Density Residential, which would permit residential development from 24 to 30 dwelling units per acre, which would create capacity for no less than 1,146 units at the MSJC site.

The proposed amendments are: (1) General Plan Amendment (GPA) 22 -2502; and (2) Zone Change (ZC) 22-3502, which together would change the land use designation and zoning of the MSJC Site from PF–S (Public Facilities-Schools) to Very High Density Residential (VHDR) with a density range of 24 to 30 dwelling units per acre (24-30 DU/AC).

No residential development on the MSJC site has been proposed nor is any application pending. If the site is developed in the future, it would occur under the VHDR designation and in conformance with the applicable development standards found in the City's General Plan and Zoning Ordinance. For example, the City's VHDR land use designation allows for development condominiums, townhomes, and apartments, or a combination of these types, along with the provision of common area amenities and open space. The City's regulations also provide for clustering of such units development of a new specific plan to provide for orderly development or provide for adequate public infrastructure (i.e., roads, storm drain, electricity, sewer, potable and recycled water availability).

Chapter 5 of the Draft EIR evaluates the environmental impacts of the MSJC Entitlements at a programmatic level. Approval of the proposed MSJC entitlements will effectively serve to avoid any net loss of residential capacity and would not result in an increase in capacity or number of residential units in the City. Therefore, the proposed MSJC entitlements are consistent with existing City planning documents and baseline assumptions identified in the environmental impact report, with only the location of the residential uses changing. A programmatic level analysis of potential environmental impacts pertaining to the MSJC entitlements and cumulative analysis was analyzed in the Final EIR and is provided in Chapters 5.0 and 6.0 of the Sunset Crossroads Specific Plan EIR. The Sunset Crossroads development project is discussed in detail in the project-level analysis of the development project in Chapter 3.0 of the Environmental Impact Report (EIR). The use of this EIR as both a project-level and programmatic-level document is detailed in Chapter 1.0 of the EIR.

DESCRIPTION:

The MSJC Site totals 49.2 acre and is located at the southeast corner of Sunset Avenue and Westward Avenue. The MSJC campus - including structures, off-street parking, and other features - is located on 3 parcels (APNs 537-140-001, 537-140-002 and 537-140-003) that constitute approximately 8.3 acres. The remaining 41-acres is undeveloped sage scrub, grassland, and water habitats. Pershing Creek crosses Sunset Avenue from the west, bordering the southern portion of the MSJC site.

Project setting for the MSJC Site:

North: Westward Avenue is located in the City, directly north of the MSJC Site, and a single- family residential neighborhood is located north of Westward Avenue. Land to the north of the MSJC Site has a City of Banning General Plan Land Use Designation and Zoning Classification of Medium Density Residential (MDR) (0-10 DU/AC).

West: Sunset Avenue is located west of the MSJC Site and to the west of Sunset Avenue is the Sunset Crossroads development site. Currently, property west of Sunset Avenue and south of the Sun Lakes Boulevard Extension is within the City's SOI and will be annexed into the City upon approval of the Development Project.

East: Land to the east of the MSJC site is within the City but not developed and is occupied by natural vegetation and natural topography. A small, 0.11-acre area of land to the east of the MSJC site is occupied by a well and water reservoir that is fenced on its perimeter. Land to the east of the MSJC site has a City of Banning General Plan and Zoning designation of Specific Plan. The approved Rancho San Gorgonio Specific Plan (RSG SP or RSG site) encompasses 831 acres and envisions the creation of a master planned community offering up to 3,385 residential units, as well as commercial uses, public facility, school, and public open space uses.

South: Land to the south of the MSJC Site within the City is undeveloped and is occupied by natural vegetation and natural topography. This area is General Plan designated and zoned Specific Plan. The natural drainage of Pershing Creek is also located south of the MSJC Site, within the approved RSG SP.

JUSTIFICATION:

FINDINGS:

REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT

Section 17.64.070 of the Banning Municipal Code (BMC) requires that General Plan Amendment applications meet certain findings prior to approval by the City Council. An analysis of the required findings for General Plan Amendment, Case GPA 22-2502, is provided for City Council consideration as follows:

Finding A: That the proposed amendment is internally consistent with the General Plan.

Findings of Fact: California Government Code Section 65302 requires that a General Plan consist of seven (7) State-mandated elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. The Land Use Element is one of the seven State-mandated elements of the General Plan and includes the Land Use Map for the City of Banning. The Land Use map and the Zoning map are 100% consistent with one another and, therefore, the same map doubles to serve both purposes. The transfer of residential density is consistent with state law, and with programs contained in the certified Housing Element.

The General Plan Land Use Map Amendment and Zone Change would allow for potential development of very high-density residential units that will provide greater diversity of housing across income levels and housing types including affordable housing opportunities as required for the General Plan land use map. The proposed amendments would also be consistent with the nearby residential development, the school use currently on the site, and the commercial development and job opportunities afforded by the commercial and industrial development within the proposed Sunset Crossroads Specific Plan.

Finding B: That the proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Findings of Fact: The proposed General Plan Land Use Map Amendment and Zone Change will allow for the orderly development of the proposed Sunset Crossroads development project in an industrial area, further strengthening economic development and job opportunities, while allowing for housing opportunities adjacent to a higher-education campus and ensuring there would be no net loss in the City's residential development capacity. The potential residential development on the MSJC proposed amendment is not anticipated to cause detrimental impacts to the public interest, health, safety, convenience, or welfare of the City, while preserving affordable, high density residential uses by transferring the residential density to the subject site, ensuring there will be no net loss of residential development capacity.

Finding C: That the proposed amendment would maintain the appropriate balance of land uses within the City.

Findings of Fact: Table III -3, of the Community Development Chapter of the City's General Plan details that 252.1 acres of vacant land is designated as General Commercial, and 274.1 acres of vacant land is designated as Industrial. The approval of the Sunset Crossroads Specific Plan would increase the amount of vacant General Commercial land by 47.9 acres, and will increase the amount of vacant Industrial land by 392 acres, which provide a statistically significant positive change in the balance of vacant non -residential land uses within the City. With the proposed amendment, residential density will transfer adjacent to a higher-education campus and create additional housing opportunities for students, entry-level homes and increase the variety of housing options in the City. As such, the balance of land use designations will not be negatively impacted by the Project.

Finding D : The amendment is physically suitable for the surrounding environment; including, but not limited to site access, the provision of utilities, and compatibility with adjoining land uses, including the absence of any physical constraints, for the requested land use designation(s) and the anticipated land use development(s).

Findings of Fact: The land use amendment will not adjust or change the physical characteristics of the parcels, as there are currently no development proposals for the MSJC property. The existing backbone infrastructure, such as sewer, water, electricity, and other utilities, is in place to service the project location, and future development of the project site will dedicate additional right-of-way along the frontage of Sunset and Westward Avenues to accommodate widening to the General Plan Circulation Element ultimate configuration for these street segments. Any future residential development of the MSJC site would be designed to meet City standards, which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, streets, utilities, and drainage facilities consistent with the City's General Plan.

The Project will implement Policy 8 of the Community Development Chapter of the General Plan, which requires that the City assure the provision of adequate utilities, infrastructure, and other capital facilities" (General Plan, Page III-44).

The Project will implement Program 4.B, which "requires the City make regular assessments of infrastructure capacity and evaluate the necessary expansion and improvements needed to carry out responsible growth management" (General Plan, Page VI-19).

REQUIRED FINDINGS FOR AMENDMENT TO TITLE 17 (ZONING)

Section 17.116.030 of the Banning Municipal Code provides that the City Council shall make a written recommendation on a proposed amendment to the Zoning Ordinance (Title 17) whether to approve, approve in modified form, or disapprove based upon their findings. An analysis of the required findings for Zone Change, Case ZC 22-3502, is provided for City Council consideration as follows:

Finding A: The proposed Amendment is consistent with the goals and policies of the General Plan.

Findings of Fact: The Zone Change would implement the related General Plan amendment and is therefore consistent with the policies of the General Plan for the reasons discussed above.

Finding B: The proposed Amendment is internally consistent with the Zoning Ordinance.

Findings of Fact: The proposed Zone Change will transfer residential density from one project site to the subject site to accommodate a commercial/industrial development project. The proposed amendment will provide consistency with state housing law in that it ensures no net loss in the residential development capacity identified in the City's General Plan, and the proposed density range is from 24 to 30 dwelling units per acre, consistent with the Zoning Ordinance and development standards for the Very High Density Residential zone.

Finding C : That the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: A Programmatic Analysis for the MSJC entitlements is contained in Chapter 5 of the Sunset Crossroads Specific Plan FEIR, in accordance with CEQA. The City Council has conducted an independent review of the FEIR and the City Council approves the project and programmatic EIR that has been prepared for the Project.

ENVIRONMENTAL DETERMINATION:

The proposed General Plan Amendment, Case GPA 22-2502 and Zone Change, Case ZC 22-3502, are entitlements for a residential density transfer to the MSJC Site from the related Sunset Crossroads Specific Plan Project. Both projects have been evaluated in an Environmental Impact Report that was prepared for the Sunset Crossroads Specific Plan, both projects are to be heard by the City Council, and both projects are intended to be scheduled together at a future City Council public hearing. Procedurally, the City Council may adopt Resolutions and certification of the Final Environmental Impact Report for the Sunset Crossroads Specific Plan, that pursuant to CEQA Guidelines Section 15162, the proposed MSJC entitlements are consistent with the analysis contained in the FEIR, and therefore, no further analysis is required.

The Sunset Crossroads FEIR contains both a project-level and a programmatic-level of review. The Sunset Crossroads Development Project described in Chapter 4.0 of the FEIR is analyzed at a project level of detail consistent with CEQA Guidelines Section 15161 and considers the changes in the environment that would result during construction and operation of the development project. The MSJC entitlements are analyzed at a programmatic level, consistent with CEQA Guidelines §15168 because no specific development project is currently proposed for the MSJC site, but they are logical parts in the chain of contemplated actions. Consistent with the requirements set forth in Public Resources Code

Section 21068.5 and CEQA Guidelines Sections 15152 and 15168(c), later activities could be tiered from, and would be examined in light of, the information in the programmatic analysis. The City would use the Sunset Crossroads FEIR to determine whether impacts of future development on the MSJC Site have been addressed in the analysis and whether or not additional environmental analysis shall be required. If an additional environmental document is necessary, under Section 15168(c)(1) of the CEQA Guidelines, and under tiering provisions in Public Resources Code Section 21068.5 and CEQA Guidelines Section 15152(a), it would incorporate the discussion, and applicable mitigation measures from the FEIR and focus the analysis on site specific issues not previously or sufficiently addressed. Such programmatic analysis is intended to assist the City in streamlining environmental documentation for future development projects at the MSJC Site that could tier from the FEIR. Factors to be used in determining whether subsequent environmental review is required include but are not limited to whether the subsequent, project- level development is within the scope of the MSJC entitlements, consistency of the later activity with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure described in the FEIR, and whether impacts from development of residential uses on the MSJC site have been fully analyzed and mitigated to less than significant in the programmatic analysis.

Sections 4.1 through 4.20 of the Sunset Crossroads FEIR described the environmental setting of the development project and the impacts that are expected to result from implementation of the development project. Mitigation measures are proposed to reduce potential impacts where appropriate. The environmental issues addressed included:

4.1 Aesthetics

4.2 Agriculture and Forestry Resources

4.3 Air Quality

4.4 Biological Resources

4.5 Cultural Resources

4.6 Energy

4.7 Geology and Soils

4.8 Greenhouse Gas Emissions

4.9 Hazards and Hazardous Materials

4.10 Hydrology and Water Quality

4.11 Land Use and Planning

4.12 Mineral Resources

4.13 Noise

4.14 Population and Housing

4.15 Public Services

4.16 Recreation

4.17 Transportation

4.18 Tribal Cultural Resources

4.19 Utilities and Services

4.20 Wildfire

A Programmatic Analysis for the MSJC entitlements is contained in Chapter 5 of the Sunset Crossroads Specific Plan FEIR, which includes a discussion of the existing environmental condition of the MSJC site relative to each of the environmental issues cited above. As the laws, regulations and City policies previously presented in Sections 4.1 through 4.20 of the FEIR would be applicable to actions related to the MSJC site, they are referenced, but not listed in the discussions contained in Chapter 5. For each environmental issue, the same Appendix G thresholds have been applied at a Programmatic Level. As there is no specific development planned for the MSJC site at this time, the precise nature, location, and/or design of future residential uses is not known. The MSJC entitlements merely relocate potential impacts from one property to an adjoining property to avoid the net loss of residential capacity and by definition would be equal to or incrementally increase residential capacity or unit count in the City if an application for full buildout of the entitlement envelope is sought. Impacts from the future development of the 1,146 units are already contemplated by the City's planning documents. Any new impacts would generally be those that create site specific modifications where the focus of the analyses is on the specific location for the proposed use or the density of the use rather than the nature of the use. Where appropriate, the assessment identifies future actions that may be required prior to development of the MSJC site. The cumulative effects resulting from implementation of the Sunset Crossroads development project, the proposed MSJC entitlements and future development on the MSJC Site, and other development activity in the City are provided in Chapter 6.0 of the FEIR. Relevant "Other CEQA Considerations" concerning the MSJC entitlements are discussed in Chapter 7.0 of the FEIR.

PUBLIC COMMUNICATION:

A notice of public hearing for the subject applications was published in the Record Gazette newspaper and mailed to property owners within a 300-foot radius of the project boundary on January 2, 2026. The notice was also posted on the City's webpage and provided electronically to interested parties. As of the writing of this report, the City received several comments related to the Sunset Crossroads project, but none specific to the subject amendment.

FISCAL IMPACT:

A motion to deny or approve the proposed project would not result in a direct impact on the City's General Fund. The project will transfer development rights of residential units to the Mt. San Jacinto College, but the City does not have a project application filed for the development of those units. State university and community college owned properties are not assessed property taxes, and in turn housing on MSJC property will not generate property tax for the city. However, the indirect fiscal benefit of siting housing adjacent to an educational institution could make post-secondary education more accessible to residents of the San Gorgonio Pass region.

ATTACHMENTS:

1. 3.1a GPA22-2502 ZC22-3502 CC APPROVAL Reso 2026-33.pdf
2. 3.1b ZC CC Ordinance No. 1619.pdf
3. 3.1c GPA22-2502 ZC22-3502 CC DENIAL Reso 2026-32.pdf
4. 3.1d EXHIBIT A - Proposed General Plan and Zoning MSJC.pdf
5. 3.1e GPA22-2502 ZC22-3502 Vicinity Map MSJC.pdf
6. 3.1f GPA22-2502 ZC22-3502 Existing Zoning MSJC.pdf
7. 3.1g GPA22-2502 ZC25-3502 Aerial Map MSJC.pdf
8. 3.1h PHN GPAZC CC Meeting 01-28-26.pdf
9. 3.1i MSJC Letter 2-17-26.pdf
10. 3.1j 2026 01 28_Special Meeting_Minutes_DRAFT.pdf

RESOLUTION 2026-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CA, APPROVING GENERAL PLAN AMENDMENT (CASE NO. GPA 22-2502) AND ZONE CHANGE (CASE NO. ZC 22-3502) TO REDESIGNATE THE LAND USE DESIGNATION AND ZONING OF APPROXIMATELY 41 ACRES OF PROPERTY OWNED BY MOUNT SAN JACINTO COMMUNITY COLLEGE DISTRICT AND LOCATED NEAR THE SOUTHEAST CORNER OF WESTARD AND SUNSET AVENUES FROM PF-S (PUBLIC FACILITIES-SCHOOLS) TO VERY HIGH DENSITY RESIDENTIAL (VHDR) TO TRANSFER CAPACITY FOR DEVELOMENT OF NO LESS THAN 1,146 RESIDENTIAL UNITS FROM THE SUNSET CROSSROADS SPECIFIC PLAN AREA; CERTIFY FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021020011); AND ADOPT FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, an application for General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502), (collectively, the "Project"), a proposal to amend the existing land use designation on twelve parcels of land from Public Facilities – School (PF-S) to Very High Density Residential (VHDR), and amending the Zoning District classification from Public Facilities – School (PF-S) to Very High Density Residential (VHDR), for 41 acres of a 49.2-acre site located near the southeast corner of Westward and Sunset Avenues (APNs: 537-140-004, 537-140-006 through -012, 537-150-001, 537-150-003 and -004, 537-150-008, and 537-140-001 through -003), has been duly filed; and

WHEREAS, pursuant to Section 17.64.060.C. of the BMC, the City Council has the authority to review and act upon General Plan Amendments, such as Case No. GPA 22-2502 and EA 20-1506; and

WHEREAS, pursuant to Section 17.76.020 of the Banning Municipal Code, the Planning Commission has the authority to interpret the General Plan; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines Sections 15064(f)(2) and 15070, the proposal constitutes a project as defined by CEQA and Community Development Department staff has determined that the Project is likely to have a significant effect on the environment; and

WHEREAS, based upon the complexity and magnitude of the proposed project, staff determined that an Environmental Impact Report should be prepared for the project, and an Initial Study was not necessary. A Notice of Preparation (NOP) was therefore completed and distributed to the State Clearinghouse, as well as agencies and organizations that may provide comment on the Project's potential impact(s) on the environment. The State of California Clearinghouse issued a project number for the

project, SCH No. 2021020011. The 30-day public comment period extended from February 1 to March 3, 2021. An electronic copy of the NOP was made available on the City's website. Comments received during the public review of the NOP were utilized to assist in identifying potential environmental impacts; and

WHEREAS, due to COVID-19 restrictions, the Public Scoping meeting was held virtually on February 18, 2021 via Zoom. Notice of the Public Scoping Meeting was published in the Banning Record Gazette on February 5, 2021 providing the appropriate instructions for public participation in the Scoping Meeting. The Public Scoping Meeting included a presentation providing a summary of the Project, required actions, and the environmental review process. No public comments were received during the Scoping Meeting; and

WHEREAS, the Sunset Crossroads development project includes a General Plan Amendment and implementation of a Specific Plan for the Project; therefore, Native American consultation pursuant to both SB 18 and Assembly Bill 52 (AB 52) was conducted. On November 30, 2020 the City reached out to 31 Native American contacts to formally invite participation in tribal consultation pursuant to AB 52 and SB 18 required for the Project. The City received responses from the Morongo Band of Mission Indians (MBMI), the Soboba Band of Luiseño Indians (SBLI), and the Agua Caliente Band of Cahuilla Indians (ACBCI) requesting formal consultation with the City regarding the Development Project; and

WHEREAS, the City provided a separate consultation invitation to these same 31 Native American contacts on August 25, 2022, specifically identifying the entitlement actions related to the MSJC Site. In this 2022 consultation, the City stated the MSJC site entitlements proposed only changes to the City's land use and zoning maps, and that no construction or physical alterations were proposed or would be authorized under the MSJC entitlements. The MBMI acknowledged the City's actions and noted the MSJC Site is located within the ancestral territory and traditional use area of the Cahuilla and Serrano people of the MBMI and that any future construction or alterations to the MSJC Site would be of interest to the MBMI. The San Manuel Band of Mission Indians (SMBMI) stated the MSJC Site is outside of Serrano ancestral territory and, as such, SMBMI would not request consulting party status with the City; and

WHEREAS, a Notice of Availability (NOA) of the Draft EIR was provided to, responsible and trustee agencies, as well as the organizations, and persons who have previously requested notification. The NOA was distributed via priority mail with confirmed receipt. The NOA identified the State mandated 45-day public review period extending from December 15, 2023 to January 30, 2024 and included a weblink to the City's public noticing page providing further access to the Draft EIR, project material, and related technical appendices. Emails advising of the availability of the Draft EIR were sent by the City on December 15, 2023 to those parties requesting electronic notification. These emails provided the same weblink leading to the Draft EIR; and

WHEREAS, during the public review and comment period, the City received 54 letters from Resource Agencies, Trustee Agencies, and other interested parties. The City prepared a response to each comment letter received and prepared a Final Environmental Impact Report for the Project; and

WHEREAS, in accordance with the disclosure requirements of CEQA Guidelines Section 15072(g)(5), the Project site is not listed as a hazardous property as designated under Section 65962.5 of the Government Code; and

WHEREAS, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on August 15, 2025 the City provided public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the Project, and Notice of Intent (NOI) to recommend that the City Council adopt a Final Environmental Impact Report (FEIR) for the Project. The public hearing notice/NOI was also mailed to the owners of the subject properties within 300-feet of the Project boundary; and

WHEREAS, in accordance with Government Code Sections 65353 and 65855, on September 10, 2025 the Planning Commission held the duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the Project and at which time the Planning Commission considered the entirety of the Project and is recommending that the City Council approve the Project.

WHEREAS, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on October 10, 2025 the City provided notice by advertisement in the Record Gazette newspaper of a public hearing before the Planning Commission to consider the Project, and related environmental documentation. The notice was also mailed to the owners of properties within 300-feet of the Project boundary; and

WHEREAS, in accordance with Government Code Sections 65353 and 65855, on November 5, 2025 the Planning Commission held the duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the Project and at which time the Planning Commission considered the entirety of the Project; and

WHEREAS, at the November 5, 2025, regular meeting, the Planning Commission voted 5-0 instructing staff to prepare a resolution making findings supporting a denial recommendation to the City Council of GPA 22-2502; and

WHEREAS, at the November 17, 2025, special meeting, the Planning Commission voted 3-2 adopting Resolution No. 2025-16 recommending the City Council deny General Plan Amendment 22-2502 with findings that are included in this Resolution; and

WHEREAS, a public notice for the January 28, 2026, City Council special meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

WHEREAS, at the January 28, 2026 special meeting, the City Council held a public hearing, commenced deliberation and voted 5-0 to continue deliberation of the matter at a special meeting on February 26, 2026; and

WHEREAS, at the February 26, 2026, special meeting, the City Council voted unanimously 5-0 to continue the item to a regular meeting date of March 10, 2026; and

WHEREAS, at the March 10, 2026, regular meeting, the item was not heard by the City Council in the time allotted for the meeting, and therefore, the item was continued to the regular meeting date of March 24, 2026; and

WHEREAS, Urban Crossroads, Inc. provided certain additional supplemental information to the City on February 18, 2026 ("collectively with the Initial Supplemental CEQA Memorandum, the "Supplemental CEQA Memoranda") regarding average daily trips following further reductions in Project industrial square footage; and

WHEREAS, the City Council has reviewed the staff report, Planning Commission recommendation, environmental documentation, proposed general plan amendment and zone change, supporting materials, and public testimony and finds the project in conformance with the requirements of the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

NOW, THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1. RECITALS.
The preceding Recitals are true and correct and made a part of this Resolution.

SECTION 2. ENVIRONMENTAL DETERMINATION.

A. Pursuant to the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), City Staff prepared an Environmental Impact Report evaluating the potential environmental effects of the Sunset Crossroads development project, and a programmatic analysis of the proposed MSJC entitlements. Based upon the findings contained in the DEIR, City Staff determined that, with the incorporation of mitigation measures, there is no substantial evidence that the MSJC entitlements will have a potentially significant effect on the environment.

B. Thereafter, City Staff provided public notice of completion of a DEIR and establishing the 45-day public review and comment period as required by law. The public comment period began on December 15, 2023, and expired on January 30, 2024. Copies of the documents are available for public review and inspection at City Hall, 99 E. Ramsey Street, Banning, California 92220, the Banning Public Library, located at 21 West Nicolet Street, Banning, California 92220, and the City of Banning website. The City received 54 comment letters during the public review period.

C. The City Council reviewed the Final EIR, which is on file with the Planning Department and incorporated herein by this reference, and all comments received regarding the Sunset Crossroads Specific Plan EIR. In light of the whole record, the City Council determines and finds that: (1) the EIR was prepared in compliance with CEQA; (2) with the incorporation of mitigation measures, there is no substantial evidence that the MSJC entitlements will have a significant effect on the environment; and (3) the EIR reflects the independent judgement and analysis of the City Council.

D. Based on the findings set forth in this Resolution and the whole of the administrative record in this matter, the City Council certifies the Sunset Crossroads FEIR, and adopts the related CEQA Findings, Statement of Overriding Considerations, and MMRP for the Project.

SECTION 3. MULTIPLE SPECIES HABITAT CONSERVATION PLAN (MSHCP).
The project is located outside of any MSHCP criteria cell areas and plan compliance is provided through payment of the MSHCP Mitigation Fee at the time of building permit issuance.

SECTION 4. REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT.
Section 17.64.070 of the Banning Municipal Code (BMC) requires that General Plan Amendment applications meet certain findings. The City Council finds and determines that General Plan Amendment, Case No. 22-2502, can be approved because the following required findings can all be met in the affirmative:

Finding A: That the proposed amendment is internally consistent with the General Plan.

Findings of Fact: California Government Code Section 65302 requires that a General Plan consist of seven (7) State-mandated elements, including Land Use, Circulation, Housing, Conservation, Open Space, Noise, and Safety. The Land Use Element is one of the seven State-mandated elements of the General Plan and includes the Land Use Map for the City of Banning. The Land Use map and the Zoning map are 100% consistent with one another and, therefore, the same map doubles to serve both purposes. The transfer of residential density is consistent with state law, and with programs contained in the certified Housing Element.

The General Plan Land Use Map Amendment and Zone Change would allow for potential development of very high-density residential units that will provide greater diversity of housing across income levels and housing types including affordable housing opportunities as required for the General Plan land use map. The proposed amendments would also be consistent with the nearby residential development, the school use currently on the site, and the commercial development and job opportunities afforded by the commercial and industrial development within the proposed Sunset Crossroads Specific Plan.

Finding B: That the proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Findings of Fact: The proposed General Plan Land Use Map Amendment and Zone Change will allow for the orderly development of the proposed Sunset Crossroads development project in an industrial area, further strengthening economic development and job opportunities, while allowing for housing opportunities adjacent to a higher-education campus and ensuring there would be no net loss in the City's residential development capacity. The potential residential development on the MSJC proposed amendment is not anticipated to cause detrimental impacts to the public interest, health, safety, convenience, or welfare of the City, while preserving affordable, high density residential uses by transferring the residential density to the subject site, ensuring there will be no net loss of residential development capacity.

Finding C: That the proposed amendment would maintain the appropriate balance of land uses within the City.

Findings of Fact: Table III -3, of the Community Development Chapter of the City's General Plan details that 252.1 acres of vacant land is designated as General Commercial, and 274.1 acres of vacant land is designated as Industrial. The approval of the Sunset Crossroads Specific Plan would increase the amount of vacant General Commercial land by 47.9 acres, and will increase the amount of vacant Industrial land by 392 acres, which provide a statistically significant positive change in the balance of vacant non -residential land uses within the City. With the proposed amendment, residential density will transfer adjacent to a higher-education campus and create additional housing opportunities for students, entry-level homes and increase the variety of housing options in the City. As such, the balance of land use designations will not be negatively impacted by the Project.

Finding D: The amendment is physically suitable for the surrounding environment; including, but not limited to site access, the provision of utilities, and compatibility with adjoining land uses, including the absence of any physical constraints, for the requested land use designation(s) and the anticipated land use development(s).

Findings of Fact: The land use amendment will not adjust or change the physical characteristics of the parcels, as there are currently no development proposals for the MSJC property. The existing backbone infrastructure, such as sewer, water, electricity, and other utilities, is in place to service the project location, and future development of the project site will dedicate additional right-of-way along the frontage of Sunset and Westward Avenues to accommodate widening to the General Plan Circulation Element ultimate configuration for these street segments. Any future residential development of the MSJC site would be designed to meet City standards, which provide satisfactory pedestrian and vehicular circulation, including emergency vehicle access and on-site improvements, streets, utilities, and drainage facilities consistent with the City's General Plan.

The Project will implement Policy 8 of the Community Development Chapter of the General Plan, which requires that the City assure the provision of adequate utilities, infrastructure, and other capital facilities" (General Plan, Page III-44).

The Project will implement Program 4.B, which "requires the City make regular assessments of infrastructure capacity and evaluate the necessary expansion and improvements needed to carry out responsible growth management" (General Plan, Page VI-19).

SECTION 5. APPROVAL
The City Council hereby approves the project proposals of a General Plan Amendment, Case No. GPA 22-2502, and approves the certification of EIR (SCH No. 2021020011) with its associated Findings, Statements of Overriding Considerations, and MMRP.

SECTION 6. CERTIFICATION
The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book or original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM

John Pinkney, City of Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning City Council, do hereby certify that the foregoing Resolution 2026-33, was duly adopted by the City Council of the City of Banning, California, at a special meeting thereof held on the 24th day of March 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

ORDINANCE NO. 1619

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, APPROVING AN AMENDMENT TO THE CITY OF BANNING OFFICIAL ZONING MAP AND APPROVING ZONE CHANGE 22-3502 REZONING CERTAIN TERRITORY IN THE CITY LOCATED SOUTH OF WEST WESTWARD AVENUE AND EAST OF SUNSET AVENUE (APNS 537-140-001- THROUGH -004, -006 THROUGH -012, 537-150-001, -003 AND -004, -008).

WHEREAS, the City of Banning, California, ("City") is a general law city and a municipal corporation of the State of California; and

WHEREAS, an application for Zone Change (Case No. ZC 22-3502), (the "Project"), a proposal to amend the Zoning District classification from Public Facilities – School (PF-S) to Very High Density Residential (VHDR), for 41 acres of a 49.2-acre site located near the southeast corner of Westward and Sunset Avenues (APNs: 537-140-001 through -004, 537-140-006 through -012, 537-150-001, 537-150-003 and -004, 537-150-008), has been duly filed; and

WHEREAS, pursuant to Section 17.04.060.C. of the BMC, the Planning Commission has the authority to review and make recommendations to the City Council concerning Case No. ZC 22-3502; and

WHEREAS, pursuant to Section 17.116.040 of the Banning Municipal Code, the City Council has the authority to interpret the Zoning Ordinance; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines Sections 15064(f)(2) and 15070, the proposal constitutes a project as defined by CEQA and Community Development Department staff has determined that the Project is likely to have a significant effect on the environment; and

WHEREAS, based upon the complexity and magnitude of the proposed project, staff determined that an Environmental Impact Report should be prepared for the project, and an Initial Study was not necessary. A Notice of Preparation (NOP) was therefore completed and distributed to the State Clearinghouse, as well as agencies and organizations that may provide comment on the Project's potential impact(s) on the environment. The State of California Clearinghouse issued a project number for the project, SCH No. 2021020011. The 30-day public comment period extended from February 1 to March 3, 2021. An electronic copy of the NOP was made available on the City's website. Comments received during the public review of the NOP were utilized to assist in identifying potential environmental impacts; and

WHEREAS, due to COVID-19 restrictions, the Public Scoping meeting was held virtually on February 18, 2021 via Zoom. Notice of the Public Scoping Meeting was published in the Banning Record Gazette on February 5, 2021 providing the appropriate

instructions for public participation in the Scoping Meeting. The Public Scoping Meeting included a presentation providing a summary of the Project, required actions, and the environmental review process. No public comments were received during the Scoping Meeting; and

WHEREAS, the Sunset Crossroads development project includes a General Plan Amendment and implementation of a Specific Plan for the Project; therefore, Native American consultation pursuant to both SB 18 and Assembly Bill 52 (AB 52) was conducted. On November 30, 2020 the City reached out to 31 Native American contacts to formally invite participation in tribal consultation pursuant to AB 52 and SB 18 required for the Project. The City received responses from the Morongo Band of Mission Indians (MBMI), the Soboba Band of Luiseño Indians (SBLI), and the Agua Caliente Band of Cahuilla Indians (ACBCI) requesting formal consultation with the City regarding the Development Project; and

WHEREAS, the City provided a separate consultation invitation to these same 31 Native American contacts on August 25, 2022, specifically identifying the entitlement actions related to the MSJC Site. In this 2022 consultation, the City stated the MSJC site entitlements proposed only changes to the City's land use and zoning maps, and that no construction or physical alterations were proposed or would be authorized under the MSJC entitlements. The MBMI acknowledged the City's actions and noted the MSJC Site is located within the ancestral territory and traditional use area of the Cahuilla and Serrano people of the MBMI and that any future construction or alterations to the MSJC Site would be of interest to the MBMI. The San Manuel Band of Mission Indians (SMBMI) stated the MSJC Site is outside of Serrano ancestral territory and, as such, SMBMI would not request consulting party status with the City; and

WHEREAS, a Notice of Availability (NOA) of the Draft EIR was provided to, responsible and trustee agencies, as well as the organizations, and persons who have previously requested notification. The NOA was distributed via priority mail with confirmed receipt. The NOA identified the State mandated 45-day public review period extending from December 15, 2023 to January 30, 2024 and included a weblink to the City's public noticing page providing further access to the Draft EIR, project material, and related technical appendices. Emails advising of the availability of the Draft EIR were sent by the City on December 15, 2023 to those parties requesting electronic notification. These emails provided the same weblink leading to the Draft EIR; and

WHEREAS, during the public review and comment period, the City received 54 letters from Resource Agencies, Trustee Agencies, and other interested parties. The City prepared a response to each comment letter received and prepared a Final Environmental Impact Report for the Project; and

WHEREAS, in accordance with the disclosure requirements of CEQA Guidelines Section 15072(g)(5), the Project site is not listed as a hazardous property as designated under Section 65962.5 of the Government Code; and

WHEREAS, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on August 15, 2025 the City provided public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the Project, and Notice of Intent (NOI) to recommend that the City Council adopt a Final Environmental Impact Report (FEIR) for the Project. The public hearing notice/NOI was also mailed to the owners of the subject properties within 300-feet of the Project boundary; and

WHEREAS, in accordance with Government Code Sections 65353 and 65855, on September 10, 2025 the Planning Commission held the duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the Project and at which time the Planning Commission considered the entirety of the Project and is recommending that the City Council approve the Project.

WHEREAS, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on October 10, 2025 the City provided notice by advertisement in the Record Gazette newspaper of a public hearing before the Planning Commission to consider the Project, and related environmental documentation. The notice was also mailed to the owners of properties within 300-feet of the Project boundary; and

WHEREAS, in accordance with Government Code Sections 65353 and 65855, on November 5, 2025 the Planning Commission held the duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the Project and at which time the Planning Commission considered the entirety of the Project; and

WHEREAS, at the November 5, 2025, regular meeting, the Planning Commission voted 5-0 instructing staff to prepare a resolution making findings supporting a denial recommendation to the City Council of GPA 22-2502 and ZC 22-3502; and

WHEREAS, at the November 17, 2025, special meeting, the Planning Commission voted 3-2 adopting Resolution No. 2025-16 recommending the City Council deny General Plan Amendment 22-2502 and Zone Change 22-3502 with findings that are included in this Resolution; and

WHEREAS, a public notice for the January 28, 2026, City Council special meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

WHEREAS, at the January 28, 2026 special meeting, the City Council of the City of Banning (the “City Council”) held a public hearing, commenced deliberation and voted five in favor and none opposed to continue deliberation of the matter at a special meeting on February 26, 2026; and

WHEREAS, at the February 26, 2026, special meeting, the City Council voted unanimously 5-0 to continue the item to a regular meeting date of March 10, 2026; and

WHEREAS, at the March 10, 2026, regular meeting, the item was not heard by the

City Council in the time allotted for the meeting, and therefore, the item was continued to the regular meeting date of March 24, 2026; and

WHEREAS, the City Council has reviewed the staff report, Planning Commission recommendation, environmental documentation, proposed general plan amendment and zone change, supporting materials, and public testimony and finds the project in conformance with the requirements of the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BANNING DOES ORDAIN AS FOLLOWS:

SECTION 1. RECITALS

That the above Recitals are true and correct and are incorporated as though fully set forth herein.

SECTION 2. OFFICIAL ZONING MAP AMENDMENTS.

The City Council hereby approves ZC 22-2502, zoning land lying within the jurisdiction of the City and directs the Community Development Director to amend the City of Banning Official Zoning Map, as depicted in Exhibit A to this Ordinance and incorporated by this reference, to amend the zoning classifications of the Real Property legally described on Exhibit B-1 and Exhibit B-2 to this Ordinance, each incorporated by this reference, from Public Facilities – School (PF-S) to Very High Density Residential (VHDR), for the portion of the Property legally described on Exhibit B-1, comprising APNS 537-110-003 through -005, 537-110-011 through -014 is within the jurisdiction of the City.

SECTION 3. FINDINGS FOR APPROVAL OF ZC 22-2502.

BMC Section 17.116.040 provides that upon receipt of the Planning Commission's recommendation, the City Council may approve, approve with modifications, or disapprove the proposed amendment based upon its findings. Amendments to the Zoning Ordinance shall be adopted by ordinance. Further, BMC Section 17.116.050 provides that an amendment to the Zoning Ordinance may be adopted only if the following findings are made. The City Council hereby finds and determines as follows:

A. FINDING No. 1: The proposed Amendment is consistent with the goals and policies of the General Plan.

   Findings of Fact: The Zone Change would implement the related General Plan amendment and is therefore consistent with the policies of the General Plan for the reasons discussed above.

B. FINDING No. 2: The proposed Amendment is internally consistent with the Zoning Ordinance.

Findings of Fact: The proposed Zone Change will transfer residential density from one project site to the subject site to accommodate a commercial/industrial development project. The proposed amendment will provide consistency with state housing law in that it ensures no net loss in the residential development capacity identified in the City's General Plan, and the proposed density range is from 24 to 30 dwelling units per acre, consistent with the Zoning Ordinance and development standards for the Very High Density Residential zone.

C. FINDING No. 3: That the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

Findings of Fact: A Programmatic Analysis for the MSJC entitlements is contained in Chapter 5 of the Sunset Crossroads Specific Plan FEIR, in accordance with the California Environmental Quality Act (CEQA). The Planning Commission has conducted an independent review and the Planning Commission recommends approval of a project and programmatic EIR that has been prepared for the Project.

SECTION 5. SEVERABILITY.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. CERTIFICATION.

The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

SECTION 7. EFFECTIVE DATE.
This Ordinance shall take affect thirty (30) days after its second reading by City Council. The City Clerk is directed to certify to the enactment of this Ordinance and to cause this Ordinance to be published and/or posted as required by law.

INTRODUCED AND READ for the first time and ordered posted at a special meeting of the City Council of the City of Banning, California, held on the 24th day of March 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the 14th day of April 2026, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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 Ordinance No. 1619 was duly introduced at a special meeting of the City Council of the City of Banning, held on the 24th day of March, 2026, and was duly adopted at a regular meeting of said City Council on the 14th day of April, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
General Plan/Zoning Map

RESOLUTION 2026-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CA, DENYING GENERAL PLAN AMENDMENT (CASE NO. GPA 22-2502) AND ZONE CHANGE (CASE NO. ZC 22-3502) TO REDESIGNATE THE LAND USE DESIGNATION AND ZONING OF APPROXIMATELY 41 ACRES OF PROPERTY OWNED BY MOUNT SAN JACINTO COMMUNITY COLLEGE DISTRICT AND LOCATED NEAR THE SOUTHEAST CORNER OF WESTWARD AND SUNSET AVENUES FROM PF-S (PUBLIC FACILITIES-SCHOOLS) TO VERY HIGH DENSITY RESIDENTIAL (VHDR) TO TRANSFER CAPACITY FOR DEVELOMENT OF NO LESS THAN 1,146 RESIDENTIAL UNITS FROM THE SUNSET CROSSROADS SPECIFIC PLAN AREA; REJECT CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT (SCH NO. 2021020011); AND REJECT ADOPTING FINDINGS, A STATEMENT OF OVERRIDING CONSIDERATIONS, AND A MITIGATION MONITORING AND REPORTING PROGRAM PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, an application for General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502), (collectively, the "Project"), a proposal to amend the existing land use designation on twelve parcels of land from Public Facilities – School (PF-S) to Very High Density Residential (VHDR), and amending the Zoning District classification from Public Facilities – School (PF-S) to Very High Density Residential (VHDR), for 41 acres of a 49.2-acre site located near the southeast corner of Westward and Sunset Avenues (APNs: 537-140-001 through -004, 537-140-006 through -012, 537-150-001, -003 and -004, and 537-150-008), has been duly filed; and

WHEREAS, pursuant to Section 17.64.060.C. of the BMC, the City Council has the authority to review and act upon General Plan Amendments and Zone Changes, such as Case Nos. GPA 22-2502, ZC 22-3502, and EA 20-1506; and

WHEREAS, pursuant to Section 17.76.020 of the Banning Municipal Code, the Planning Commission has the authority to interpret the General Plan; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) and State CEQA Guidelines Sections 15064(f)(2) and 15070, the proposal constitutes a project as defined by CEQA and Community Development Department staff has determined that the Project is likely to have a significant effect on the environment; and

WHEREAS, based upon the complexity and magnitude of the proposed project, staff determined that an Environmental Impact Report should be prepared for the project, and an Initial Study was not necessary. A Notice of Preparation (NOP) was therefore completed and distributed to the State Clearinghouse, as well as agencies and organizations that may provide comment on the Project's potential impact(s) on the environment. The State of California Clearinghouse issued a project number for the project, SCH No. 2021020011. The 30-day public comment period extended from

February 1 to March 3, 2021. An electronic copy of the NOP was made available on the City's website. Comments received during the public review of the NOP were utilized to assist in identifying potential environmental impacts; and

WHEREAS, due to COVID-19 restrictions, the Public Scoping meeting was held virtually on February 18, 2021 via Zoom. Notice of the Public Scoping Meeting was published in the Banning Record Gazette on February 5, 2021 providing the appropriate instructions for public participation in the Scoping Meeting. The Public Scoping Meeting included a presentation providing a summary of the Project, required actions, and the environmental review process. No public comments were received during the Scoping Meeting; and

WHEREAS, the Sunset Crossroads development project includes a General Plan Amendment and implementation of a Specific Plan for the Project; therefore, Native American consultation pursuant to both SB 18 and Assembly Bill 52 (AB 52) was conducted. On November 30, 2020 the City reached out to 31 Native American contacts to formally invite participation in tribal consultation pursuant to AB 52 and SB 18 required for the Project. The City received responses from the Morongo Band of Mission Indians (MBMI), the Soboba Band of Luiseño Indians (SBLI), and the Agua Caliente Band of Cahuilla Indians (ACBCI) requesting formal consultation with the City regarding the Development Project; and

WHEREAS, the City provided a separate consultation invitation to these same 31 Native American contacts on August 25, 2022, specifically identifying the entitlement actions related to the MSJC Site. In this 2022 consultation, the City stated the MSJC site entitlements proposed only changes to the City's land use and zoning maps, and that no construction or physical alterations were proposed or would be authorized under the MSJC entitlements. The MBMI acknowledged the City's actions and noted the MSJC Site is located within the ancestral territory and traditional use area of the Cahuilla and Serrano people of the MBMI and that any future construction or alterations to the MSJC Site would be of interest to the MBMI. The San Manuel Band of Mission Indians (SMBMI) stated the MSJC Site is outside of Serrano ancestral territory and, as such, SMBMI would not request consulting party status with the City; and

WHEREAS, a Notice of Availability (NOA) of the Draft EIR was provided to, responsible and trustee agencies, as well as the organizations, and persons who have previously requested notification. The NOA was distributed via priority mail with confirmed receipt. The NOA identified the State mandated 45-day public review period extending from December 15, 2023 to January 30, 2024 and included a weblink to the City's public noticing page providing further access to the Draft EIR, project material, and related technical appendices. Emails advising of the availability of the Draft EIR were sent by the City on December 15, 2023 to those parties requesting electronic notification. These emails provided the same weblink leading to the Draft EIR; and

WHEREAS, during the public review and comment period, the City received 54 letters from Resource Agencies, Trustee Agencies, and other interested parties. The City

prepared a response to each comment letter received and prepared a Final Environmental Impact Report for the Project; and

WHEREAS, in accordance with the disclosure requirements of CEQA Guidelines Section 15072(g)(5), the Project site is not listed as a hazardous property as designated under Section 65962.5 of the Government Code; and

WHEREAS, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on August 15, 2025 the City provided public notice by advertisement in the Record Gazette newspaper of a public hearing concerning the Project, and Notice of Intent (NOI) to recommend that the City Council adopt a Final Environmental Impact Report (FEIR) for the Project. The public hearing notice/NOI was also mailed to the owners of the subject properties within 300-feet of the Project boundary; and

WHEREAS, in accordance with Government Code Sections 65353 and 65855, on September 10, 2025 the Planning Commission held the duly noticed public hearing at which interested persons had an opportunity to testify in support of, or opposition to the Project and at which time the Planning Commission considered the entirety of the Project and is recommending that the City Council approve the Project.

WHEREAS, in accordance with Government Code Sections 65353, 65854, 65090, and 65091, on October 10, 2025 the City provided notice by advertisement in the Record Gazette newspaper of a public hearing before the Planning Commission to consider the Project, and related environmental documentation. The notice was also mailed to the owners of properties within 300-feet of the Project boundary; and

WHEREAS, in accordance with Government Code Sections 65353 and 65855, on November 5, 2025 the Planning Commission considered any new information received on the project and voted 3 in support and 2 opposed to not re-open the public hearing, in accordance with the City of Banning's Manual of Procedural Guidelines, Section 7.3(e), before continuing its deliberation and considering the entirety of the record for the Project; and

WHEREAS, at the November 5, 2025, regular meeting, the Planning Commission voted 5-0 instructing staff to prepare a resolution making findings supporting a denial recommendation to the City Council of GPA 22-2502 and ZC 22-3502; and

WHEREAS, at the November 17, 2025, special meeting, the Planning Commission voted 3-2 adopting Resolution No. 2025-16 recommending the City Council deny General Plan Amendment 22-2502 and Zone Change 22-3502 with findings that are included in this Resolution; and

WHEREAS, a public notice for the January 28, 2026, City Council special meeting was published in accordance with State law and the Banning Municipal Code, and written notice was mailed to property owners within 300 feet of the project site; and

WHEREAS, at the January 28, 2026 special meeting, the City Council held a public hearing, commenced deliberation and voted 5-0 to continue deliberation of the matter at a special meeting on February 26, 2026; and

WHEREAS, Urban Crossroads, Inc. provided certain additional supplemental information to the City on February 18, 2026 ("collectively with the Initial Supplemental CEQA Memorandum, the "Supplemental CEQA Memoranda") regarding average daily trips following further reductions in Project industrial square footage; and

WHEREAS, at the February 26, 2026, regular meeting, the City Council voted unanimously 5-0 to continue the item to a regular meeting date of March 10, 2026; and

WHEREAS, at the March 10, 2026, regular meeting, the item was not heard by the City Council in the time allotted for the meeting, and therefore, the item was continued to the regular meeting date of March 24, 2026; and

WHEREAS, the City Council has reviewed the staff report, Planning Commission recommendation, environmental documentation, proposed general plan amendment and zone change, supporting materials, and public testimony and finds the project in conformance with the requirements of the Banning Municipal Code, the City's General Plan, and the Zoning Ordinance.

NOW, THEREFORE, the City Council of the City of Banning does hereby resolve, determine, find, and order as follows:

SECTION 1. RECITALS.
The preceding Recitals are true and correct and made a part of this Resolution.

SECTION 2. ENVIRONMENTAL DETERMINATION.

A. Pursuant to the California Environmental Quality Act (CEQA) (Cal. Pub. Res. Code § 21000 et seq.), the State Guidelines (14 Cal. Code Regs. § 15000 et seq.), City Staff prepared an Environmental Impact Report evaluating the potential environmental effects of the Sunset Crossroads development project, and a programmatic analysis of the proposed MSJC entitlements.

B. Thereafter, City Staff provided public notice of completion of a DEIR and establishing the 45-day public review and comment period as required by law. The public comment period began on December 15, 2023, and expired on January 30, 2024. Copies of the documents are available for public review and inspection at City Hall, 99 E. Ramsey Street, Banning, California 92220, the Banning Public Library, located at 21 West Nicolet Street, Banning, California 92220, and the City of Banning website. The City received 54 comment letters during the public review period.

C. The City Council reviewed the Final EIR, inclusive of the Draft EIR, which is on file with the Planning Department and incorporated herein by this reference, and all comments received regarding the Sunset Crossroads Specific Plan EIR. In light of the

whole record, the City Council determines and finds that: the project will result in significant and unavoidable impacts on the environment, including the degradation of air quality and increases in vehicles miles travelled, noise and greenhouse gas emissions as a result of the Project. The City Council finds that the overriding considerations related to the social, economic and other benefits of the Project, including the eight identified in the Statement of Overriding Considerations as part of the record, do not outweigh the potential unavoidable significant impacts.

D. Based on the findings set forth in this Resolution and the whole of the administrative record in this matter, the City Council hereby rejects the certification of the Sunset Crossroads FEIR, and rejects the adoption of the related CEQA Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program for the Project.

SECTION 3. REQUIRED FINDINGS FOR GENERAL PLAN AMENDMENT.

Section 17.64.070 of the Banning Municipal Code (BMC) requires that General Plan Amendment applications meet four required findings. The City Council finds and determines that General Plan Amendment, Case No. 22-2502, shall be denied as a legislative act based on information in the record and because at least one of the required findings cannot be met in the affirmative for the following reasons:

Finding A: That the proposed amendment is internally consistent with the General Plan.

Findings of Fact: The General Plan Land Use Map Amendment and Zone Change would replace 41 acres of vacant land designated Public Facilities-School (PF-S) with Very High Density Residential (VHDR). Table III-1 of the 2006 Land Use Element identifies the PF-S designation with only 95.7 acres of vacant land remaining in the City, resulting in a loss of 43% of land available for education purposes. This is inconsistent with the following Goal, Policy and Programs of the Land Use Element:

- *Goal: A balanced, broadly-based economy that provides a full range of economic and employment opportunities, while maintaining high standards of development and environmental protection.*
- *Policy 1 General Plan land use designations and allocations will facilitate a broad range of residential, commercial, industrial and institutional development opportunities.*
- *Program 1.A The city shall annually monitor the remaining capacity of all General Plan land use categories to assure that a variety of economic development opportunities are available.*
- *Program 2.A Work closely with Mount San Jacinto College throughout their planning process to assist in its efficient and timely development, implement educational programs geared to job creation and retention, and to coordinate synergistic development opportunities.*

The Amendment would reduce available land for school purposes, impede campus expansion, and limit future educational opportunities for residents. This is inconsistent with the goal of a balanced, broadly-based economy that provides a full range of economic and employment opportunities, as envisioned by the General Plan.

Consequently, this finding cannot be made.

Finding B: That the proposed amendment would not be detrimental to the public interest, health, safety, convenience, or welfare of the City.

Finding C: That the proposed amendment would maintain the appropriate balance of land uses within the City.

Findings of Fact: The proposed Amendment would limit or remove opportunities for a campus expansion by Mt. San Jacinto Community College District. The amendment would replace 41 acres of vacant land designated Public Facilities-School (PF-S) with Very High Density Residential (VHDR). Table III-1 of the 2006 Land Use Element identifies the PF-S designation with only 95.7 acres of vacant land remaining in the City, resulting in a loss of 43% of land available for education purposes. This is inconsistent with the Land Use Element Goal for a desirable balance of land uses: "A balanced, broadly-based economy that provides a full range of economic and employment opportunities, while maintaining high standards of development and environmental protection." As a result, this finding cannot be made.

Finding D: The subject parcels are physically suitable for the requested land use designation(s) and the anticipated land use development(s).

Findings of Fact: The site proposed for amendment is not physically suitable to accommodate very high density residential units (up to 30 units per acre, up to 5 stories in height) due to physical constraints and is not compatible with existing adjoining single-story single-family residential uses. The 41-acre property is split by a watercourse channel that traverses the site from northwest to southeast, limiting the developable area of the site. The site also has limited access potential on the adjoining segments of Sunset and Westward Avenues. The amendment site is owned by a public agency that provides higher education services; the proposed amendment may limit expansion and ultimate buildout of a higher-education campus in the City of Banning, as described above. Consequently, this finding cannot be made.

SECTION 4. REQUIRED FINDINGS FOR AMENDMENT TO TITLE 17 (ZONING):
Section 17.116.040 of the Banning Municipal Code provides that the City Council shall on a proposed amendment to the Zoning Ordinance (Title 17) whether to approve, approve in modified form, or disapprove based upon their findings. The City Council finds and determines that Zone Change, Case No. ZC 22- 2502, shall be denied because at least one of the following required findings cannot be met in the affirmative for the following reasons:

Finding A: The proposed Amendment is consistent with the goals and policies of the General Plan.

Findings of Fact: The proposed Zone Change would re-zone 41 acres of vacant land from Public Facilities – School (PF-S) to Very High Density Residential (VHDR). Findings for a corresponding General Plan Amendment to the General Plan Land Use Map cannot be made to amend the Land Use map from PF-S to VHDR. Therefore, the proposed Zone

Change to VHDR would cause inconsistency between the existing General Plan Land Use designation (PF-S) and the proposed zone (VHDR).

The proposed Zone Change is also inconsistent with General Plan goals and policies, as described in Section 3 of this Resolution.

For the above reasons, this finding cannot be made.

Finding B: The proposed Amendment is internally consistent with the Zoning Ordinance.

Finding C: That the City Council has independently reviewed and considered the requirements of the California Environmental Quality Act.

SECTION 5. DENIAL
The City Council hereby denies the project proposals of a General Plan Amendment, Case No. GPA 22-2502, and a Zone Change, Case No. ZC 22-3502, and reject certifying the EIR (SCH No. 2021020011) and reject the associated Findings, Statements of Overriding Considerations, and MMRP.

SECTION 6. CERTIFICATION
The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book or original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM

John Pinkney, City Attorney
SBEMP

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk for the City of Banning City Council, do hereby certify that the foregoing Resolution No. 2026-32, was duly adopted by the City Council of the City of Banning, California, at a special meeting thereof held on the 24th day of March, 2026, by the following vote to wit:

AYES:

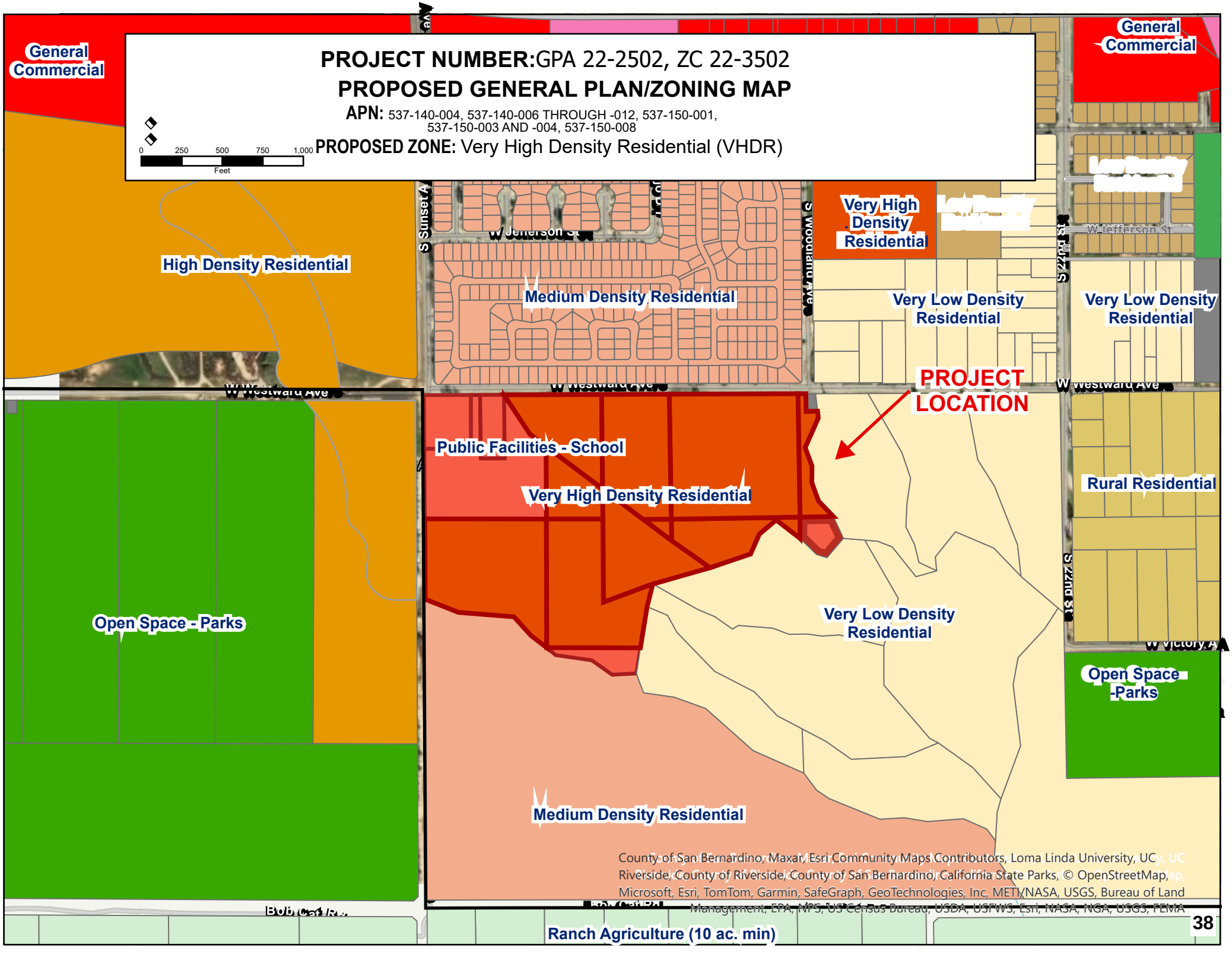
NOES:

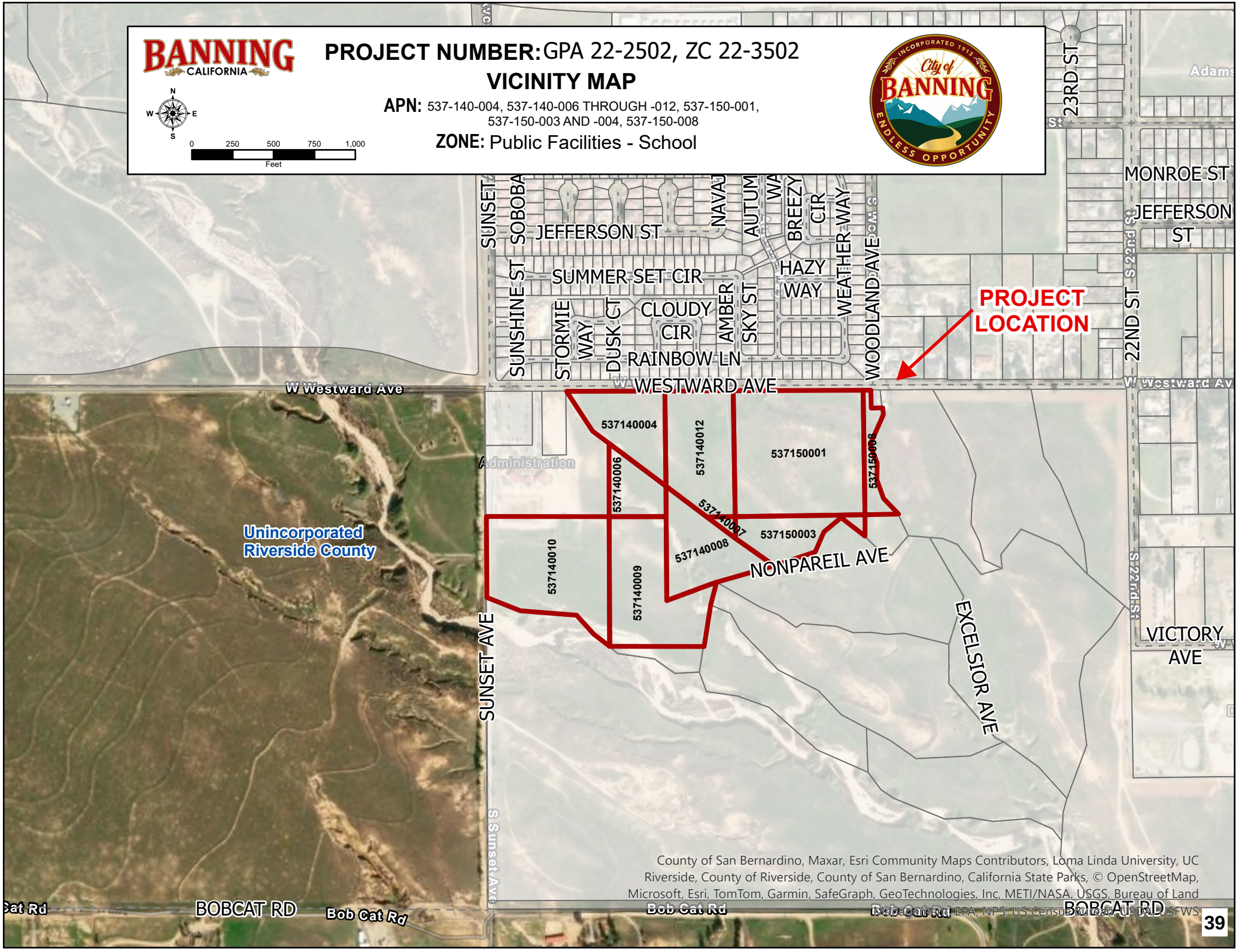
ABSENT :

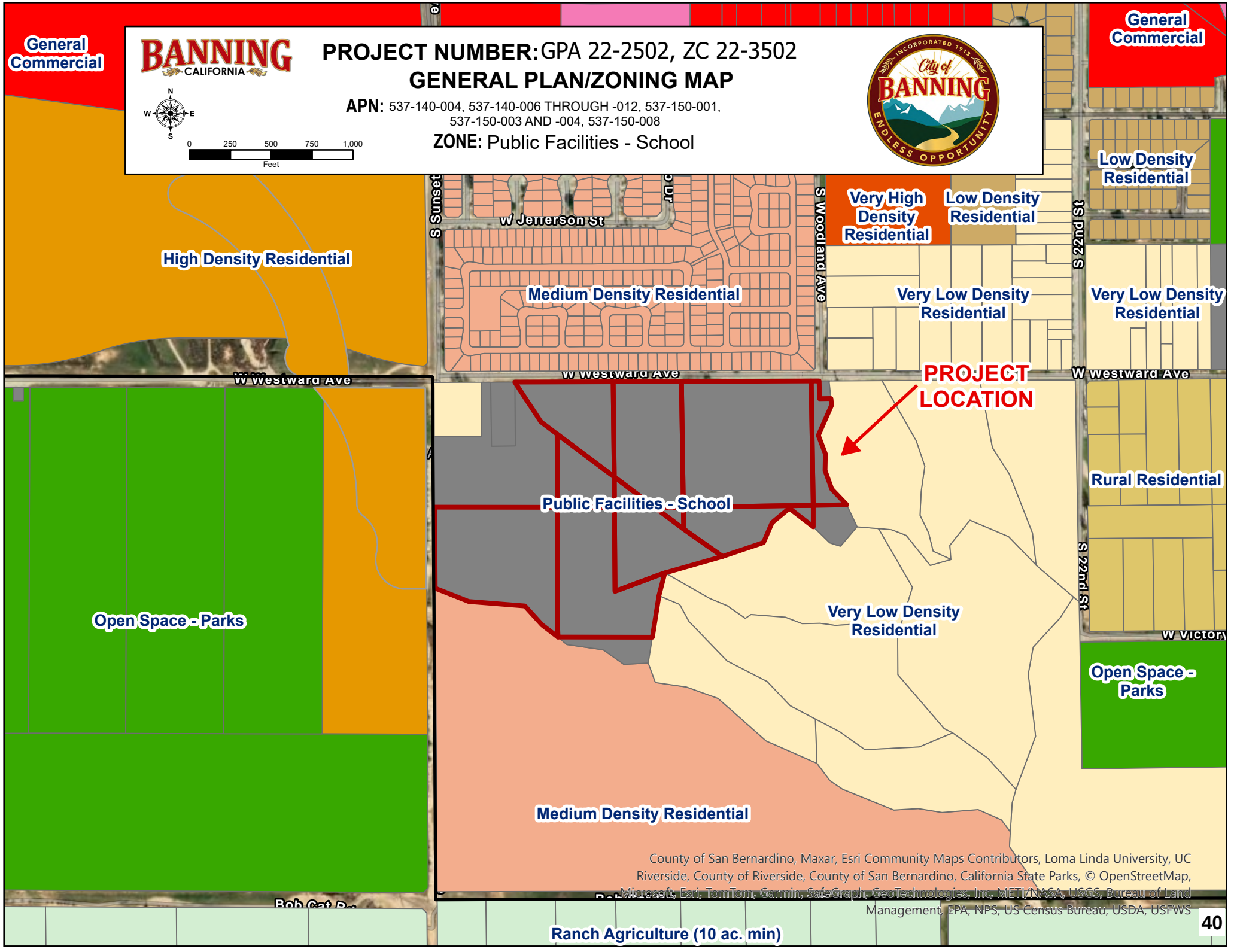
ABSTAIN:

_____

Sandra Calderon, Deputy City Clerk
City of Banning


PROJECT NUMBER:GPA 22-2502, ZC 22-3502
PROPOSED GENERAL PLAN/ZONING MAP
APN: 537-140-004, 537-140-006 THROUGH -012, 537-150-001, 537-150-003 AND -004, 537-150-008
PROPOSED ZONE: Very High Density Residential (VHDR)
0 250 500 750 1,000
Feet
General Commercial
General Commercial
High Density Residential
Very High Density Residential
Medium Density Residential
Very Low Density Residential
Very Low Density Residential
PROJECT LOCATION
Public Facilities - School
Very High Density Residential
Rural Residential
Open Space - Parks
Very Low Density Residential
Open Space -Parks
Medium Density Residential
Ranch Agriculture (10 ac. min)
S Sunset Ave
W Jefferson St
S Woodland Ave
S 22nd St
W Jefferson St
W Westward Ave
W Westward Ave
W Victory Ave
S 22nd St
Bob Cat Rd
County of San Bernardino, Maxar, Esri Community Maps Contributors, Loma Linda University, UC Riverside, County of Riverside, County of San Bernardino, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS, Esri, NASA, NGA, USGS, FEMA


BANNING CALIFORNIA
PROJECT NUMBER: GPA 22-2502, ZC 22-3502
VICINITY MAP
APN: 537-140-004, 537-140-006 THROUGH -012, 537-150-001, 537-150-003 AND -004, 537-150-008
ZONE: Public Facilities - School
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
N
W
E
S
0
250
500
750
1,000
Feet
PROJECT LOCATION
23RD ST
MONROE ST
JEFFERSON ST
22ND ST
S 22nd St
SUNSET
SOBOBA
JEFFERSON ST
NAVAJ
AUTUM
WA
BREEZY
CIR
WEATHER WAY
WOODLAND AVE
SUMMER SET CIR
HAZY WAY
SUNSHINE ST
STORMIE WAY
DUSK CT
CLOUDY CIR
AMBER
SKY ST
RAINBOW LN
W Westward Ave
WESTWARD AVE
537140004
537140012
537150001
537150008
537140006
537140007
537150003
537140008
537140010
537140009
NONPAREIL AVE
Administration
Unincorporated Riverside County
SUNSET AVE
EXCELSIOR AVE
VICTORY AVE
S Sunset Ave
BOBCAT RD
Bob Cat Rd
County of San Bernardino, Maxar, Esri Community Maps Contributors, Loma Linda University, UC Riverside, County of Riverside, County of San Bernardino, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS


BANNING
CALIFORNIA
PROJECT NUMBER: GPA 22-2502, ZC 22-3502
GENERAL PLAN/ZONING MAP
APN: 537-140-004, 537-140-006 THROUGH -012, 537-150-001, 537-150-003 AND -004, 537-150-008
ZONE: Public Facilities - School
N
W
E
S
0 250 500 750 1,000
Feet
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
General Commercial
General Commercial
High Density Residential
Very High Density Residential
Low Density Residential
Low Density Residential
Medium Density Residential
Very Low Density Residential
Very Low Density Residential
PROJECT LOCATION
Public Facilities - School
Rural Residential
Open Space - Parks
Very Low Density Residential
Open Space - Parks
Medium Density Residential
Ranch Agriculture (10 ac. min)
W Jefferson St
S Sunset
S Woodland Ave
S 22nd St
W Westward Ave
W Victory
Bob Cat Rd
County of San Bernardino, Maxar, Esri Community Maps Contributors, Loma Linda University, UC Riverside, County of Riverside, County of San Bernardino, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS


BANNING
CALIFORNIA
PROJECT NUMBER: GPA 22-2502, ZC 22-3502
AERIAL BASE MAP
APN: 537-140-004, 537-140-006 THROUGH -012, 537-150-001, 537-150-003 AND -004, 537-150-008
ZONE: Public Facilities - School
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
N
W
E
S
RAMSEY ST
Union Pacific RR
LINCOLN ST
W Lincoln St
MOHAWK RD
SPRING PL
SOBOBA DR
CHEROKEE CIR
SIOUX CIR
JEFFERSON ST
CHEYENNE CIR
NAVAJO DR
AUTUMN WAY
BREEZY CIR
HAZY WAY
WEATHERWAY
WOODLAND AVE S
23RD ST
ADAMS AVE
MONROE ST
JEFFERSON ST
S 22ND ST
SUNSET AVE
SUNSHINE ST
SUMMERSET CIR
WHIRLWIND CIR
CLOUDY CIR
AMBER SKY ST
CLEAR CT
RAINBOW LN
STORMIE WAY
DAYBREAK WAY
W Westward Ave
WESTWARD AVE
Administration
NONPAREIL AVE
S 22nd St
VICTORY AVE Ave
EXCELSIOR AVE
Dysart Park
HALE AVE
CHIPMUNK TRL
S Sunset Ave
Bob Cat Rd
County of San Bernardino, Maxar, Esri Community Maps Contributors, Loma Linda University, UC Riverside, County of Riverside, County of San Bernardino, California State Parks, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, US Census Bureau, USDA, USFWS
0 250 500 750 1,000
Feet

City of Banning

Community Development Department

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL

General Plan Amendment, GPA 22-2502 and Zone Change, ZC 22-3502
Density Transfer related to Sunset Crossroads Specific Plan

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at a Special Meeting on January 28, 2026. The City Council meeting begins at 5:00 p.m., in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To observe the live meeting through your personal computer or smart phone enter the following link: https://banninglive.viebit.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider applications by the City of Banning (Applicant) in relation to the Sunset Crossroads Specific Plan project. The applications consist of a General Plan Amendment and Zone Change (GPA 22-2502 & ZC 22-3502) to change the General Plan Land Use Map and corresponding Zoning from PF-S (Public Facilities – Schools) to VHDR (Very High Density Residential, allowing 24-30 dwelling units per acre) for approximately 41 acres of land owned by Mt. San Jacinto Community College District and located near the southeast corner of Westward Avenue and Sunset Avenue (Assessor's Parcel Numbers (APNs): 537-140-004, 537-140-006 through 537-140-012, 537-150-001, 537-150-003, 537-150-004, and 537-150-008) (Receiving Site). The applications are proposed to comply with Government Code Section 66300 and transfer density of not less than 1,146 units from the Sunset Crossroads Specific Plan Project Area to the Receiving Site to avoid a net loss to the City's residential capacity.

The Planning Commission reviewed the subject project at its meetings of September 10, 2025 and November 5, 2025. At the latter meeting, the Commission voted 5 to 0 to recommend denial of the applications to the City Council and ratified this decision on November 17, 2025 by adopting Resolution 2025-16.

ENVIRONMENTAL DETERMINATION: The Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and an Environmental Impact Report has been prepared for the project, together with Findings of Fact and a Statement of Overriding Consideration (SOOC), Findings in support of the SOOC, and a Mitigation Monitoring and Reporting Program for the Project, to be considered by the Planning Commission. A Notice of Availability to review the draft Environmental Impact Report for the Sunset Crossroads Specific Plan EIR (SCH No. 2021020011) was published in December 2023, with the 45-day public review and comment period for the Project beginning on December 15, 2023, and ending on January 30, 2024, and a Final Environmental Impact Report was prepared. Information regarding the Project and the Final EIR can be obtained by contacting the City's Community Development Department, Planning Division at (951) 922-3125, or by going to the City of Banning website at: https://www.banningca.gov/762/Sunset-Crossroads-Specific-Plan

REVIEW OF PROJECT INFORMATION: The proposed application, site plan, and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3125. Additional project information is also available on the City's website by visiting the following link:
https://www.banningca.gov/762/Sunset-Crossroads-Specific-Plan

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing:

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublisher.php?view_id=1
- Written comments may be submitted to the City Council by email at CityClerks@banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior, to the public hearing (Government Code Section 65009[b][2]).

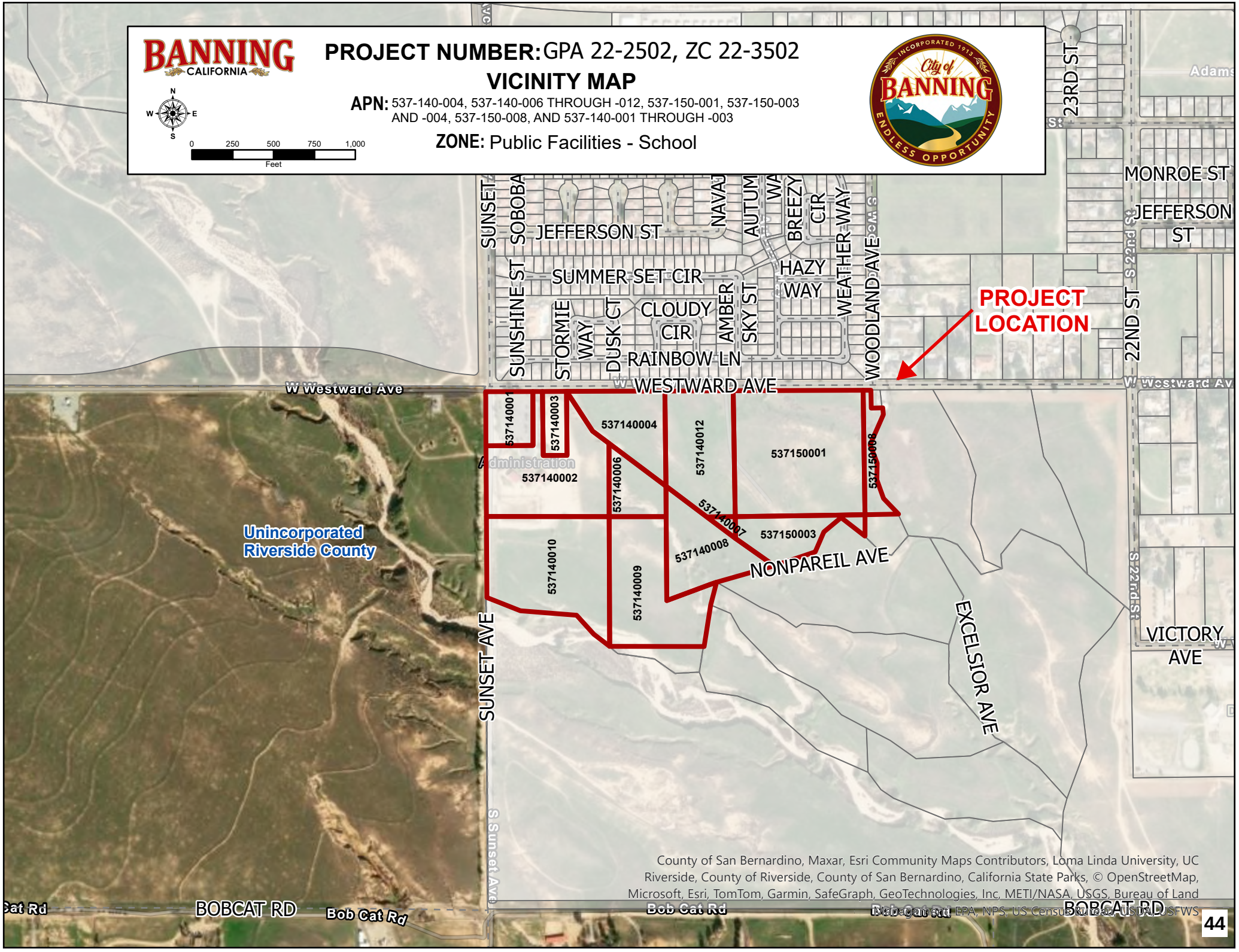
In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at 951-822-3125. Notification 48 hours prior to the meeting Will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y puede hablar con Sandra Calderon, teléfono (951) 922-3125.

BY ORDER OF THE PLANNING MANAGER OF THE CITY OF BANNING, CALIFORNIA.

Mark Staples
Planning Manager

Dated: December 23, 2025
Publish: January 2, 2026


BANNING
CALIFORNIA
PROJECT NUMBER: GPA 22-2502, ZC 22-3502
VICINITY MAP
APN: 537-140-004, 537-140-006 THROUGH -012, 537-150-001, 537-150-003 AND -004, 537-150-008, AND 537-140-001 THROUGH -003
ZONE: Public Facilities - School
N
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0 250 500 750 1,000
Feet
City of BANNING
INCORPORATED 1913
ENDLESS OPPORTUNITY
PROJECT LOCATION
WESTWARD AVE
W Westward Ave
NONPAREIL AVE
SUNSET AVE
S Sunset Ave
EXCELSIOR AVE
VICTORY AVE
BOBCAT RD
Bob Cat Rd
JEFFERSON ST
SUMMER SET CIR
CLOUDY CIR
RAINBOW LN
HAZY WAY
WEATHER WAY
WOODLAND AVE
SUNSHINE ST
SOBOBA
NAVAJ
AUTUM
BREEZY CIR
STORMIE WAY
DUSK CT
AMBER
SKY ST
MONROE ST
JEFFERSON ST
22ND ST
23RD ST
S 22nd St
Unincorporated Riverside County
537140001
537140003
537140004
537140012
537150001
537150008
537140002
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Mt. San Jacinto College

Roger W. Schultz, Ph.D.
Superintendent/President

Board of Trustees
Tom Ashley
Vicki Carpenter
Jhalister Corona
Calvin Smith
Brian Sylva

February 17, 2026

City of Banning
Attn: Mark Staples, Planning Manager
99 E. Ramsey Street
Banning, CA 92220

Sent via e-mail: mstaples@banningca.gov

RE: General Plan Amendment Case No. GPA 22-2502
Zone Change Case No. ZC 22-3502

Dear Mr. Staples,

Thank you for reaching out to discuss the City of Banning's Application for General Plan Amendment and Zone Change to amend the land use designation and zoning of approximately 41 acres of land owned by Mt. San Jacinto Community College District. Mt. San Jacinto Community College District has not taken a position either in favor of or in opposition to the City's Application. It is not our intention for this correspondence to be interpreted as advocacy, endorsement, or objection. However, we understand conditions change, needs evolve, and former plans must be adapted to those realities. As such, we defer entirely to the City Council's independent review and judgement on this matter.

Sincerely,

Roger W. Schultz, Ph.D.
Superintendent/President

MINUTES

CITY COUNCIL – SPECIAL MEETING
CITY OF BANNING, CALIFORNIA

January 28, 2026
5:00 p.m.
In Chambers

Council Chambers
99 E. Ramsey Street
Banning, CA 92220

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

1. CALL TO ORDER – 5:04 p.m.

1.1 **PLEADGE OF ALLEGIANCE**
1.2 **ROLL CALL**

COUNCIL MEMBERS PRESENT:	Mayor Pro Tem Cynthia Barrington Council Member Sheri Flynn Council Member Leroy Miller Mayor Richard Royce Council Member Colleen Wallace
COUNCIL MEMBERS ABSENT:	None
OTHERS PRESENT:	John O. Pinkney, City Attorney Art Vela, Interim City Manager Mark Staples, Planning Manager Nate Smith, Deputy Director of Public Works/City Engineer Todd Hopkins, Assistant Chief – Riverside Unit Vickie Sellers, City Clerk Sandra Calderon, Deputy City Clerk

2. PUBLIC COMMENTS - ***Closed Session Items Only***

None

3. CLOSED SESSION

2.1 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

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

City Attorney John Pinkney said Council did not meet on Closed Session

4. PUBLIC COMMENTS

Public comments on items not on the agenda were not taken due to the Special Meeting.

5. CITY ATTORNEY'S REPORT

City Attorney John Pinkney reviewed procedural guidelines from the manual, emphasizing courtesy, respect, and order during the meeting.

Mayor Royce announced the public hearing for items 6.1 and 6.2, the proposed Sunset Crossroads Specific Plan project, reminding the public of the previously stated guidelines. The process would involve a staff presentation, council questions, and then public testimony limited to two minutes per person, with a suggestion for groups to appoint a spokesperson. Mr. Staples, Planning Manager was then introduced to present the staff report.

6. PUBLIC HEARINGS

6.1 Consideration of Applications By NP Banning Industrial, LLC for the Sunset Crossroads Project, including (1) a Specific Plan (Case No. SP 20-2002) to Allow for the Development of Industrial and Commercial Uses on 533.8-acres of Land Located South of I-10 and the Union Pacific Railroad, and West of Sunset Avenue (Specific Plan Area); (2) a General Plan Amendment (Case No. GPA 20-2501) and Zone Change (Case No. ZC 20-3502) to Amend the General Plan Land Use and Zoning of the Specific Plan Area to General Commercial (GC), Industrial (I), Opens Space-Parks (OS-P), and Open Space-Resources (OS-R), including Pre-zoning for Annexation of Portions of the Specific Plan Area into the City of Banning's Jurisdictional Boundary; (3) a Development Agreement to Establish Vested Development Rights in Exchange for Public Benefits as Specified in the Agreement; (4) a Tentative Parcel Map (Case No. TPM 38118) for a Subdivision of the Specific Plan Area into Thirty-four Parcels and Five Lettered Lots Ranging in Size from One Acre to Seventy-eight Acres Consistent with the Nineteen Planning Areas in the Specific Plan; and (5) a Final Environmental Impact Report (Sch No. 2021020011) Including Findings of Fact, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program.

Recommendation: Deny the Project Applications as Recommended by the Planning Commission by Adopting:

(1) Resolution 2026-26 Rejecting the Certification of an Environmental Impact Report (EIR), SCH No. 2021020011, Including Related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and

(2) Resolution 2026-27 Denying Applications by NP Banning Industrial LLC for the Sunset Crossroads Project, Including General Plan Amendment (No. 20-2501), Zone Change (No. 20-3502), Specific Plan (No. 20-2002), Tentative Parcel Map (TPM 38118) and a Development Agreement, for the Development of Industrial and Commercial Uses on a 533.8-acre Project Site Located South of I-10/the Union Pacific Railroad and West of Sunset Avenue.

Alternatively, Approve the Project Applications as recommended by Staff by Adopting:

(1) Resolution 2026-28 Certifying the Environmental Impact Report, SCH No. 2021020011, Including Related Findings, Statement of Overriding Considerations, and Mitigation Monitoring and Reporting Program; and

(2) Resolution 2026-29 Approving the General Plan Amendment (No. 20-2501); and

(3) Resolution 2026-30 Approving Annexation of 253.7 Acres into the City of Banning; and

(4) Resolution 2026-31 Approving the Tentative Parcel Map (TPM 38118); and

(5) Introducing by Title Only the Following Ordinances:

- Ordinance 1618, Approving Zone Change (No. 20-3502);
- Ordinance 1619, Approving Specific Plan (No. 20-2002); and
- Ordinance 1620, Approving a Development Agreement Between NP Banning Industrial

LLC and the City of Banning.

Mark Staples outlined the proposed applications for the Sunset Crossroads project, including General Plan Amendment 20-2501, Zone Change 20-3502, Specific Plan 20-2002, Tenant Parcel Map 38118, pre-annexation zoning and development agreement, and Environmental Assessment 20-1506 (State Clearinghouse number 2021-10232. 2021-020011), along with General Plan Amendment 22-2502 and Zone Change 22-3502 for the Mt. San Jacinto Community College District. The project site includes a northern half within the city boundary and a southern half in unincorporated Riverside County, requiring annexation. The northern half is to be re-designated as a specific plan, and the southern half pre-zoned as such, pending LAFCO approval. Existing general plan and zoning show commercial areas to the north and residential zoning throughout, with open space. Proposed changes maintain commercial to the north, convert much of the residential area to industrial, and preserve open space for natural drainage.

Planning Area 2, a shaded red area, would require a site-specific change to general commercial at a later date. The Sunset Crossroads project proposes commercial and industrial uses on 533.8 acres, including 268,400 square feet of commercial space (medical office, professional office, education, recreation), a 125-room hotel, and up to 5 million square feet of industrial uses (including up to 330 square feet of cold storage). The specific plan text serves as the project zoning document, containing land uses, development standards, design guidelines, and implementation provisions. Planning Area 1 is the general commercial area, while Planning Area 2 (33.8 acres) will need a future amendment for general commercial designation.

Examples of development standards from the specific plan (Chapter 3) were presented, including general commercial and industrial standards for lot size and setbacks. Mark Staples then introduced Nate Smith, Deputy Director of Public Works/City Engineer, to discuss circulation and traffic improvements.

Nate Smith discussed public works improvements related to the city's master plan. The project would require constructing Sunset Avenue to its full width from the Union Pacific Railroad to Westward Avenue, with a partial width improvement south of that point and a bridge crossing over Smith Creek. Dedications are required on Highland Home Road and Sun Lakes Boulevard. Ramp improvements on Sunset Avenue and intersection improvements at Sunset Lincoln, Sunset and Westward, Sun Lakes and Highland Home, and Ramsey Street are planned. These improvements align with circulation element roadways, intersections, and the traffic development impact fee program.

Roadway cross-sections are generally consistent with adopted city sections, with variations in parkway widths. Bike lanes and facilities are proposed. The current adopted truck route Resolution 2005-91) was presented, noting that roadways are not automatically truck routes and local serving businesses are exempt. The city is working towards AB 98 compliance with the general plan update by January 1, 2030.

A truck management plan is required to address community concerns about excessive trucks near Sun Lakes. The plan aims to divert traffic to Sunset Avenue towards the I-10 trade corridor, including signage, lease provisions with penalties for non-compliance, and physical improvements to discourage turns towards Sun Lakes. A traffic coordinator contact with the city and increased enforcement by Banning PD are also planned.

The project would provide additional water system redundancy and looping, benefiting the Sun Lakes community. An alternate water source would be provided via an 18-inch main within Westward Avenue. Non-potable water will be used for landscaping, with extensions to Sun Lakes and Sunset Avenue, and potentially to Sunset and Bobcat. A new gravity sewer backbone line from the Westward Avenue lift station to Sunset is required, eventually leading to the decommissioning of the lift station, which would reduce energy and maintenance demands.

All drainage on the project is set to be self-contained, with no major city-owned drainage system proposed. Stormwater must comply with the Banning-Venie Code, Regional Water Quality Board

control measures, and permits from CDFW, U.S. Fish and Wildlife, and Army Corps. The grading plan must comply with Title 18 of the Banning Municipal Code and environmental agency permits, with grading proposed to balance on site.

The Public Works Department developed conditions to ensure necessary infrastructure is built before each building's operation, allowing for flexibility in development sequencing based on market demands. The Planning Commission suggested adding conditions for ramp improvements at I-10 and Sunset (westbound and eastbound right turn lanes) and a traffic signal at Ramsey Street and Highland Home Avenue. These locations are within the city's traffic diff, making the project eligible for diff credit and reimbursement. Nate Smith concluded his presentation and handed it back to Mark Staples.

Mark Staples resumed, discussing design guidelines in Chapter 4 of the specific plan, which aim to ensure quality and character throughout the project. These guidelines assist developers, tenants, builders, engineers, architects, and landscape architects in achieving the desired design. They provide an aesthetic benchmark for future applications, encourage energy-efficient design, and ensure compliance with the City of Banning General Plan and ordinances. Chapter 5 includes implementation measures for land use and development guidelines, assisting city staff in project review.

A tentative parcel map subdivides the industrial and commercial areas into 34 lots (ranging from one to 78 acres) and five lettered lots for common areas or public purposes. The map has been updated to remove financing conveyance purposes and include correct APM numbers. The northern half and southern half (currently in Riverside County) of the map were shown. Mark Staples then introduced Interim City Manager Art Vela to discuss the development agreement.

Interim City Mager Art Vela highlighted notable terms in the development agreement, including an $8 million public benefit fee ($1.44 per square foot) paid in installments, with the first million due before grading permit issuance. The developer can receive up to $2 million in credits towards the $8 million for bringing in a sales tax-generating tenant, such as a fulfillment center. The agreement also includes an accelerated transportation development impact fee payment of $5.1 million for improvements to the Sun Lakes Boulevard extension, intended to help the city cash flow the project.

The developer is offering land for a fire station site, water tank site, electric substation site, and reverse osmosis site, estimated to be worth $5 to $7 million, at no cost to the city. They will also contribute $500,000 for the design and environmental review of a new substation, with total contributions not to exceed $12.5 million, which is estimated to cover the entire construction. This is crucial because the existing Midway substation (20 MVA) is outdated, and the electric utility lacks the funds for replacement. The developer's contribution would fund both the replacement and the capacity needed for their project.

The developer will be reimbursed for the city's share of the substation, partly through the city's transformer equipment and labor (estimated at $2.5 million), and the balance through rate revenues. The current electric rate structure supports this payback. The developer is also dedicating a five-acre park, which they will design, construct, and maintain.

The development agreement mandates a minimum 100-foot buffer between buildings and Bobcat Road, including a 20-foot landscape area. Facility funding includes a $15 million fire station contribution (covering design and construction) and $1 million for fire station equipment (a new fire truck), plus the electric substation contribution. A $750,000 grant contribution can be used to beautify downtown or fund a small business assistance program, such as a revolving loan.

The development agreement includes the formation of a CFD for a special tax on industrial buildings at 20 cents per square foot annually, with an annual escalator and no sunset date. The developer benefits from a seven-year freeze on new impact fees (excluding increases in existing categories). The developer is required to construct or begin construction of 100,000 square feet of commercial retail within 24 months of the first industrial building occupancy, with a $500,000

payment to the city every six months if they fail to meet this commitment. The agreement calls for at least two 100,000 square foot retailers, and the developer must submit an amendment to the specific plan and conduct an environmental review to allow retail and commercial in planning area two.

The development agreement was made public on September 10th and November 5th, 2025, with changes made based on Planning Commission discussions. Further revisions have been made in collaboration with the city attorney's office and the developer's team, including a tolling period (to be explained by City Attorney John Pinkney).

A 17 cents per square foot cap on permit fees has been removed due to refined calculations. A provision related to a tax-sharing and reimbursement agreement for the electric substation has also been removed, as the electric rate structure now supports the city's share of the substation cost. Various other changes clarify the intent of specific provisions.

Interim City Manager Vela presented a table summarizing the fiscal impact of the project, highlighting its timeliness given the recent audit discussion. The 2024 audit identified a serious fiscal challenge and a structural deficit of at least $3 million for the next few years. The annual revenue from the project includes the special tax (20 cents per square foot) and other recurring revenues, totaling over $2.9 million per year. The "other recurring revenues" represent the net surplus after subtracting the city's estimated expenditures for providing services to the development.

One-time revenues total over $37 million, including the public benefit fee (potentially reduced by $2 million), and contributions towards the electric substation. Half of the property is within the county jurisdiction, and upon annexation, the county will retain 75% of the property tax, with the city receiving only 25%. The project is expected to generate over $70 million in impact fee revenue, which is not included in the one-time revenue table as it is a standard requirement for all developments. Interim City Manager Vela concluded his presentation and handed it back to Mark Staples.

Mark Staples outlines the required findings for various project applications as per the municipal code. For general plan amendments, section 17.64.070 lists four items addressed in resolutions 26-27 (denial) and 28-31 (approval), carrying over findings from the Planning Commission's November 17th meeting. The specific plan adheres to section 17.96.040, emphasizing consistency with the general plan, environmental impact, site suitability, and neighborhood character. Zone change findings are under section 17.116.050, focusing on consistency with the general plan, zoning ordinance, and environmental concerns. The development agreement, unique to each project, is subject to section 17.0.030, ensuring consistency with the general plan, specific plans, and zoning ordinance, while promoting public welfare. The parcel map complies with the Subdivision Map Act, Section 66474, mirroring the seven findings discussed previously for the track map.

Mark Staples resumed, stating that he would go through the last of the project slides, mostly dealing with the required findings that are required with every project application. With all the application types, there are a couple slides to get through. He stated that he would not read through them all, but this is the list of required findings per the municipal code for general plan amendments. He pointed out the four items there per section 17.64.070. He stated that these items are all addressed both in the different resolutions that are before the council. He stated that the first two, resolutions 26 and 27, are what could be called the denial resolutions, and that resolutions 28 through 31 are the approval resolutions.

The project's environmental compliance timeline dates back to February 2021, with the circulation of the EIR notice of preparation. A scoping session followed two weeks later. The draft EIR was published in December 2023, with a comment period yielding 54 letters. The final EIR was published in July 2024. Due to unavoidable impacts on air quality, greenhouse gas emissions, noise, and transportation, Council must make findings and adopt statements of overriding considerations for approval. The draft EIR covers the summary, introduction, project description, environmental analysis, density change to Mt. San Jacinto College, cumulative impacts, CEQA topics, alternatives, and preparers, along with technical appendices. The final EIR focuses on responses to comments, draft EIR text revisions, the mitigation monitoring and reporting program, findings of fact, and

statement of overriding considerations, supplemented by a memorandum from September 10th, 2025.

The Mt. San Jacinto project involves general plan application 22-2502 and zone change 22-3502, transferring 1146 potential residential units from Sunset Crossroads to the Mt. San Jacinto College property. This includes rezoning 41 acres of the 49.2-acre area from public facilities/school to very high-density residential. The Sunset Crossroads project must also adhere to general plan amendment findings (section 17.64.070) and zone change findings (section 17.116.050). The Council has two groups of decisions: denying the EIR and project per the Planning Commission's recommendation or approving the project. The Planning Commission initially voted 3-2 to recommend denial on September 10th, then adopted denial resolutions on November 17th, 2025. Resolution 2026-26 rejects the EIR certification, while resolution 2026-27 denies the applications for the 533-acre site. Approval resolutions include 2026-28 (EIR certification), 2026-29 (general plan amendment), 30 (annexation resolution for LAFCO), and 31 (tentative parcel map 38118). Three ordinances are needed to approve Zone Change 20-3502, Specific Plan 20-2002, and the development agreement 1620.

Council Member Flynn inquiries about the removal of cold storage, the Sunset Avenue ramp improvements, and AB 98 compliance. Mark Staples clarifies that the cold storage was removed from the 33-acre planning area. Nate Smith explains that the Sunset ramp improvements are part of the DIF program, with the developer potentially making right-hand turn improvements and receiving DIF credit. The Caltrans process could take about 18 months, but there are no current plans. Caltrans was notified about the EIR but did not respond. Regarding AB 98 compliance, Nate Smith states that Banning is not listed as a warehouse-impacted area and, as a jurisdiction under 50,000 residents, has a compliance date of 2030. The city will evaluate truck routes in coordination with Beaumont as part of the general plan update.

Council Member Flynn questions the designation of Sun Lakes Boulevard west of Highland Home as a truck route. Nate Smith clarifies that it is not currently a truck route and would require a separate council action. He notes the section to Highland Springs is designated for 10,000 pounds or less. Regarding prohibiting trucks from turning right from the extension past Highland Home to Highland Springs, Nate Smith mentions the applicant's proposed intersection control with narrower lanes. He also addresses the proposed signal at Ramsey and Highland Home, stating it was not included as a condition of approval due to its location on the opposite side of the freeway, but the traffic study shows a potential impact. A signal at Highland Home and Sun Lakes Boulevard extension is not planned at this point, pending a more detailed traffic analysis. Council Member Flynn asks about the transformer for the electric substation.

Interim City Manager Art Vela estimates the transformer has been at the yard for about two years, purchased for the Midway substation replacement. He confirms the CFD is a service special tax, found in section 6.2.2 C of the development agreement, and requires property owner approval. Council Member Flynn notes the development agreement was published recently and is labeled as a draft. Mark Staples clarifies it's the most final version. Council Member Flynn questions if the project is null and void if LAFCO denies annexation. Mark Staples believes only the southern portion's development rights would be affected, but Council Member Flynn cites section 4.2 on page 29, stating the owner reserves the right to terminate the agreement if LAFCO denies annexation. Mark Staples acknowledges this is the owner's decision.

Council Member Flynn raises concerns about the retail development obligation, noting the 100,000 square feet of commercial use is required within 24 months after the first final certificate of occupancy for a project warehouse, potentially delaying the retail development. She also questions the market feasibility study requirement for Planning Area 2, fearing another warehouse if the study deems commercial retail unviable. Mark Staples acknowledges the change to commercial was a late addition based on feedback. City Manager Vela agrees with Council Member Flynn's concerns, suggesting the 24-month clock should start sooner and emphasizing the city's intent for commercial and retail use regardless of the market study.

Council Member Flynn prefers the retail development clock to start with permitting, not occupancy. Mark Staples clarifies that occupancy refers to the final inspection, not necessarily a physical presence. Council Member Flynn then questions the special account for public benefit fees until the Sun Lakes Boulevard extension is completed. Interim City Manager Vela explains this provision was added early on when the city lacked full funding for the extension, but the project is now fully funded, so the fees won't be used for the road. Council Member Flynn asks if the city will miss out on the money. Interim City Manager Vela confirms the city will still receive the money per the installment schedule. Council Member Flynn expresses concern about the first installment of the public benefit fee being paid prior to the first grading permit, potentially delaying payment for years. She wants to see fees paid sooner.

Council Member Wallace seeks clarification from Nate Smith regarding truck routes, specifically ensuring Sun Lakes Boulevard is not designated as one. Nate Smith confirms it is not and would require separate council action. Mayor Royce raises the issue of defining "construction" within the contract agreement, questioning whether it refers to permit issuance, groundbreaking, building completion, or occupancy. Interim City Manager Vela suggests the definition depends on the context and should be clarified in each provision where the term is used. Mark Staples suggests tying it to building department standards, where work is expected to begin within six months of permit issuance.

Brent Miles, one of the owners and founders of North Point, introduces the firm, highlighting its position as the largest privately held landlord in the United States with over $20 billion in assets under management. He emphasizes North Point's experience with California regulations and its commitment to investing in communities through thoughtful planning and public input. Miles states the project will create generational economic impact for Banning. He acknowledges the Council's difficult decision and aims to demonstrate transparency, openness, collaboration, and partnership. Miles expresses eagerness to begin the project, noting North Point purchased the property from a residential developer in June 2020. He highlights the team of professionals involved in creating a robust plan. Miles claims this project has the largest amount of public benefit North Point has ever given, representing almost a $1 billion investment in Banning.

Brent Miles emphasizes the significant public benefit of the project, estimating it as a near $1 billion investment in Banning. He addresses concerns about distrust in developers, assuring commitment to working with the city attorney to ensure transparency in payments. The project aims to transform the community by introducing retail, grocery stores, restaurants, hotels, entertainment, and services, with a signed contract with an anchor tenant. Miles highlights the creation of approximately 4,000 permanent jobs, infrastructure improvements, funding for a fire station and equipment, and a partnership to address Banning Electric's issues. Land donation for parks, along with their construction and maintenance, is also part of the plan. The development agreement is structured to protect the city without incurring costs, featuring a high CFD fee. Miles points out the elimination of cold storage plans and the addition of a 100-foot buffer in response to community feedback, ensuring AB 98 compliance. He also mentions the reduction of industrial square footage and the relocation of the fire station, emphasizing the importance of the anchor tenant and the donation of land to the retail user.

Brent Miles reiterates the public benefits, including the retail timing penalty, special facilities tax, and fire station funding, clarifying that the city retains the fire station funds if an agreement with Riverside County isn't reached. He highlights a grant for small businesses and the donation of land and easements for the Banning Electric substation and Sun Lakes Boulevard extension. A two-week job look-ahead for Banning residents and a partnership with MSJC are proposed to ensure local job creation. Financial impacts are tied to the certificate of occupancy, with flexibility in payment timing. Infrastructure improvements, including the Sun Lakes Boulevard extension and upgrades to Sunset, Lincoln, Bobcat, and Highland Home roadways, are valued at $42 million. Other benefits include the donation of right-of-way, a substation, a fire station, a water storage tank, an osmosis center, and parkland. Miles expresses excitement about bringing new shopping opportunities and a first-class fire station and parks to the community. He acknowledges the project's impacts, including sound, traffic, and noise, and explains the mitigation efforts. The sound impact is addressed, noting that the

project only exceeds sound variance during the construction of Sunset, with a temporary sound wall proposed as a solution.

Brent Miles discusses the traffic management plan, emphasizing no truck traffic west on SLB and proposing a headache bar solution. He highlights the use of sound walls, buffering, and landscaping to mitigate noise, stating that the project does not exceed sound limits except during Sunset construction. Miles argues that residential development is not viable on the site due to infrastructure costs and the presence of arroyos. He emphasizes the project's billion-dollar investment, commitment to paying fees, and desire to bring amenities and jobs to the community. Miles seeks a partnership to create a project that benefits the community, acknowledging the courage required to approve such a project and the potential for opposition. He believes the project's benefits outweigh the drawbacks.

Council Member Flynn inquires about the anchor tenant, which Miles confirms is a grocery-anchored retailer but cannot be publicly named. She questions the usability of the 65 acres of public park land, noting that much of it consists of culverts and ravines, and expresses concern about the existing homeless population in the area. Miles suggests that increased activity will deter homelessness and offers to consider providing more land for pure park space. Flynn emphasizes the ongoing issue of homelessness on the property and asks about plans for addressing it.

Council Member Flynn raises concerns about the lack of plans and funding for staffing the proposed fire station. Brent Miles suggests staff can better address the funding issue. Council Member Flynn requests a permanent sound wall north of Sun Lakes Boulevard on Highland Home Road to buffer the view and noise for the Sun Lakes community. Miles agrees to explore the sound wall. City Manger Vela explains that the project is projected to bring a net annual fiscal surplus to the city, part of which could be used for fire services, and mentions the possibility of a citywide CFD service to fund fire and police. He also suggests cost-sharing with the City of Beaumont. Brent Miles adds that the park land could potentially be expanded from five to twelve acres.

Councilman Miller expresses concern that the $16 million allocated for the fire station and equipment may not be sufficient due to rising costs. Brent Miles offers to increase the funding and tie it to a CPI inflator. Council Member Wallace asks the Fire Chief Hopkins about staffing the fire station once it's built. Fire Chief Hopkins explains that the city can request staffing through a letter, and the costs would depend on the type of resource placed there. He emphasizes the need for a fire station on the south side of the freeway and its potential to improve coverage in the city. Council Member Flynn clarifies the desired extent of the sound wall along Highland Home Road, requesting it extend to the substation for continuity.

Fire Chief Hopkins discussed the potential costs and benefits of establishing a fire station on the south side of Beaumont, emphasizing the current lack of coverage in that area and the reliance on stations in Cabazon (often blocked by trains) or Poppet Flats. He mentioned that staffing costs would depend on the type of resource deployed. Moving Engine 20 to the new station and adding equipment to the Wilson station could improve coverage for Atwell and other north-side communities. The Fire Chief offered to provide cost estimates for fire equipment, noting that a fully outfitted fire engine currently costs around $1.7 million, while a truck like the one purchased by Beaumont cost $2.4 million plus outfitting expenses. The estimated cost for a new fire station is around $8 million, potentially excluding land costs, but the city has architecture drawings available to help reduce costs. Projections have been made regarding response times from potential fire station locations off Sunset and at the Wilson site, aiming for a four-to-five-minute response time. Other fire stations being built in the county are estimated to cost around $12 million or more.

Charlene So from Urban Crossroads stated that the modified project now anticipates 1,850 trucks per day on Sunset Avenue daily, a reduction from the original estimate of 3,200 due to project modifications. The traffic study primarily focuses on morning and evening peak hours, revealing slightly more truck traffic in the morning (about 100 trucks more). While truck activity generally occurs outside peak commute hours, there could be truck traffic between 7-9 PM. The industrial traffic pattern is inverse to residential traffic, with higher inbound traffic in the morning and higher outbound traffic in the afternoon, potentially mitigating congestion during peak commute times.

Council Member Flynn questioned the significant reduction in truck traffic (from 3,200 to 1,800) despite the removal of only 500,000 square feet of warehouse space. Brent Miles clarified that the removal of 330,000 square feet of cold storage, along with the elimination of the truck stop as a permitted use, significantly contributed to the reduction in truck traffic. Cold storage and truck stops have a disproportionately high impact on truck volume compared to standard warehouse space. Council Member Flynn requested that the updated traffic study memo be provided to the entire council for review.

Mayor Royce questioned Brent Miles about comparable mixed-use projects in California. Brent Miles mentioned a large project near the Sacramento airport and retail developments in Kansas City and Detroit, but not a similar mixed-use project in California. He stated that his company has developed 30,000 residential units across the U.S. Mayor Royce expressed concern about the high number of vacant warehouses in Riverside County and asked if tenants were secured for the proposed warehouses. Brent Miles stated that he doesn't have tenants yet because he doesn't know when construction will begin. He cited a 5.2% vacancy rate for IE East, indicating a tight market. Council Member Flynn expressed concern that the warehouses might remain empty, referencing the Skechers building and other vacant properties in Cherry Valley. Brent Miles stated that the Skechers issue is related to foreign trade zone status, not a lack of demand. He disagreed with the notion of a downturn in warehousing, asserting that the region is the most robust industrial market globally.

Council Member Flynn suggested a condition requiring a tenant to be secured before building each subsequent warehouse. Brent Miles expressed openness to discussing language around this but highlighted the financial risk of building additional vacant warehouses. Council Member Flynn emphasized the community's concern about potential empty warehouses, given the history of vacant properties and the rezoning of land previously designated for single-family homes. She worried about the negative impact on surrounding communities if the warehouses remain unoccupied and do not benefit the city. Brent Miles pointed out that he would still be paying fees and taxes even if the buildings were vacant. City Manager Vela added that vacant warehouses would generate revenue through CFD and property taxes without placing demands on city services like traffic management.

Mayor Royce expressed concern that empty warehouses could attract crime and blight, potentially exceeding the revenue generated. Brent Miles stated that less than 2%, possibly less than 1%, of his California properties are currently vacant. Mayor Royce inquired about the intended use of the warehouses, specifically whether they would be used for "point of sale" activities. Brent Miles explained that point of sale taxation in California is complex and depends on the tenant's other facilities. He mentioned Chewy.com as an example of a point-of-sale tenant in Missouri. Brent Miles estimated that 20% of their California portfolio involves point of sale. He believes that the Banning location is a "home-run site" and that he has the capital ready for the project. He noted that last year, his company leased 15.6 million square feet, with 9.8 million square feet coming from existing Fortune 500 tenants.

Brent Miles clarified that the plans include dedicated truck parking spaces, separate from loading and unloading docks. These spaces are intended for trucks staging between loads. Mayor Royce expressed concern about trucks spilling over onto city roads, a common problem in other cities with large distribution centers. Brent Miles assured that the site has ample land coverage (22-25%) compared to typical industrial developments (35-38%), allowing for sufficient on-site storage and queuing. City Manager Vela emphasized the longer throats leading into the buildings, providing more on-site storage capacity for trucks. Brent Miles stated that the internal road networks are designed to prevent trucks from queuing on public streets. He expressed confidence in leasing the buildings due to their state-of-the-art design and ample parking.

Mayor Royce Opened Public Hearing at 7:50 p.m.

- A resident highlights key issues previously raised: electricity bills, warehouses, and animal care. urges the council to consider whether the current project is truly in the city's best interest, noting resident opposition to empty warehouses and uncertainty about future buyers and the economy.
- Richard McCard expresses concerns about the incompatibility of warehouses with neighboring residential areas and focuses on traffic impacts. He cites a figure of 1,850 trucks per day,

exceeding one truck per minute. He raises concerns about ambulance and police access, added load on the 10 freeway, noise, and pollution. He questions truck routing via Sun Lakes Boulevard to Sunset Blvd. and suggests the airport as a more suitable location.

- Chuck Huff emphasizes that the council's loyalty should be to residents, not freight traffic. He criticizes the council's credibility, citing the San Gorgonio Inn and a drag racetrack. He recalls previous claims about the impossibility of extending Sun Lakes Boulevard due to dangerous pipelines. He highlights traffic problems on Sunset and Lincoln, the impact on fire engine access despite the $35 million underpass, and the increase in decibel levels from sirens. He also mentions the shift from rural land to high-density housing and commercial development.
- A resident asks if homeowners in Serrano Del Vista will be reimbursed if truck traffic on Sunset lowers property values.
- John, representing union plumbers, pipe fitters, and refrigeration workers, finds it ironic that people complain about warehouses while ordering online. He challenges the vacancy rate argument, citing statistics of approximately 5% vacancy in the general area and 8% county-wide, suggesting a 92% chance of occupancy. He proposes organizing warehouses with tiered wage systems, higher salaries based on seniority, supervisors with higher pay, and union representation. He urges the council not to turn down this opportunity.
- Jack Marty, a Banning resident with logistics and trucking experience, notes the presentation sounded better than previous ones. He recalls citizen opposition to warehouses and marijuana facilities, preferring grocery stores and retail. He expresses concern about 80 trucks per hour accessing the freeway, predicting a "nightmare." He also mentions fumes, drugs, overnight truck parking, and the potential for lawsuits forcing the opening of Sun Lakes Boulevard to truckers.
- Ashley Adams, a lifelong Banning resident and mother, acknowledges setbacks but emphasizes the need to consider the future for her child and other children. She highlights the jobs, entertainment, and food the plan could bring, urging the council to work out the details and consider the expectations of the younger generation.
- Tara Hagee, a Banning resident and caregiver in Sun Lakes, admires the area's environment and nature. She notes the existing 11 industrial, two commercial, and four residential projects already in the works. She argues for legacy over quick fixes, emphasizing community, small business, sustainable jobs, and environmental alignment. She urges consideration of the proposal's economic, health, and longevity impacts.
- Edward Espinosa clarifies factual points about the Sunset Crossroads project, including the 30-year development agreement and the $8 million public benefit fee being contingent on building construction and occupancy. He notes that the fire station, water reservoir, and other public facilities are based on phased needs, not automatic construction. He states that the warehouse and commercial components are market-driven and phased, with no mandatory build-out date. He also mentions the illustrative nature of the presented map and the lack of fixed warehouse sizes or layouts. He suggests ways for the city to protect itself, such as performance bonds and permit-based phasing. He raises concerns about decibel levels affecting seniors with hearing aids.
- Kathy Aranda formally opposes the Sunset Crossroads project, calling it the wrong project in the wrong location. She emphasizes the Planning Commission's recommendation for denial. She notes the permanent rezoning and annexation of over 500 acres, allowing over 5.5 million square feet of industrial warehouse development. She highlights the Environment Impact Report's acknowledgement of significant unavoidable impacts, including air quality, noise, traffic, and quality of life effects. She argues that environmental review identifies impacts but does not justify them, and rezoning makes those impacts permanent. She urges the council to deny the project, consistent with the Planning Commission's recommendation.
- Amy Pippinger expresses agreement with the previous speaker. If the project passes, she insists on a stoplight or stop sign at Highland Home and Sun Lakes. She raises concerns about student

and resident traffic on Sunset, especially near Westward, and the potential for problems with teenage drivers and semi-trucks. She believes the developer should have proposed a project consistent with the existing zoning. She also requests a buffer on Bobcat for horse trailers.

- Nick Weyrich, Senior Vice President at SRS Real Estate Partners, explains his firm was hired to secure retail tenants for the project's commercial component. He argues this is a transformational opportunity for Banning, potentially bringing a major nationally recognized retail anchor tenant. He emphasizes the competitive landscape with other sites in Beaumont and Calimesa. He states that the logistics component subsidizes the deal, making it attractive to retailers. He believes the anchor tenant will attract other retailers, creating a diverse mix of uses and a first-class amenity for the city.
- Lee Park, a partner at Axiom Retail Advisors, represents a nationally recognized big box retail client in advanced negotiations with North Point. He expresses strong support for the project, citing the potential for good local jobs, substantial tax revenue, and secured future growth. He emphasizes the client's real interest but ties their ability to move forward to the industrial component and its infrastructure. He warns that delays could lead the client to deploy resources elsewhere, making Banning no longer viable. He believes North Point is the right steward for the property and that the time for approval has come.
- Juanita Diaz expresses concern that the community is not adequately involved and convinced of the project's benefits. She feels information is often left out and that last-minute document releases are designed to confuse residents. She requests the council to deny the project with prejudice due to inadequate information.
- Louie Lopez, business agent for Ironworkers Local 433, highlights the "endless opportunity" promised by the city's motto. He seeks to recruit more Banning residents into the ironworkers, especially veterans through a direct entry program. He emphasizes the community benefits offered by North Point, stating he has never seen a developer willing to give so much to the community. He notes that union ironworkers start at $30 an hour as first-period apprentices, emphasizing the value of on-the-job skill training.
- Chuck Huff, a 52-year member of Local 250 Steam Fitter, acknowledges the improvements made to the project over the years. He admits that change is hard, especially for long-time residents. He notes his community's proximity to the project and its potential impact. He acknowledges the reduction in warehouses and the removal of the refrigeration component. He connects the project to the college and high-density housing, questioning the affordability of housing for retail workers earning $20 an hour. He commends the developers but remains hesitant about the change, understanding the need for jobs.
- Fran Hanrati asks the city council to be careful in their decision, suggesting the amount of warehouse square footage is excessive. She emphasizes the city's beautiful surroundings and its status as a blue zone city, highlighting the importance of clean air. She requests a revision to reduce the warehouse square footage.
- A resident addresses the potential uses of warehouses, citing examples of sports arenas, eateries, and chef classes. Emphasize the potential for community benefit and job creation, particularly in carpentry, ironworking, and electrical trades.
- A resident suggests relocating the project to the airport, creating a win-win situation for everyone and avoiding truck traffic near homes.
- Ron Roy supports the Planning Commission's recommendation to deny the project, reflecting the community's wishes for the 534 acres. He suggests the city staff's support for the developer stems from private meetings and communications without comparable public input. He asks the council to require the developer to reduce the industrial warehouse footprint and expand on existing general plan land uses, suggesting less than 160 acres or 30% of total acreage away from homes. He also mentions available industrial land east of Hathaway. He argues that the future of the 534 acres should reflect the Planning Commission and community's vision, not the

developer's, criticizing the developer's unchanging monolithic vision since 2021, where warehouses dominate 74% of the land use. He requests the Council to require the developer to reduce the industrial warehouse footprint and expand on existing general plan land uses, suggesting less than 160 acres or 30% of total acreage away from homes for industrial use. He believes more diverse land uses would create better dynamics and value.

- Carlos Esparza expresses his support for the project, mentioning his desire for a new park and nearby work opportunities. As a member of Iron Workers Local 433, he emphasizes the need for opportunities for young people, highlighting the union's apprenticeship programs for veterans and others

Mayor Royce Closed Public Hearing at 8:36 p.m.

Brent Miles with North Point addresses concerns, stating that fire services were prioritized based on staff input and that they have never seen property value decline near their industrial projects, citing examples in Kansas City and Edgerton, Kansas. They clarify that weed is a prohibited use due to their financial partners' restrictions inside warehouses. They emphasize the benefits of the 30-year development agreement, including guaranteed fees and an upfront payment of $7 million. They also highlight the explicit details of the development agreement regarding upfront payments.

Brent Miles addresses concerns about sound, stating that the human ear cannot detect decibel changes of less than three decibels, while the project's noise impact is much lower. He is willing to discuss the stoplight at Highland with public works and engineering. He also mentioned Hillwood as a competitor in the airport commentary.

Brent Miles clarifies that the industrial buildings will not be built all at once, and the traffic model accounts for full build-out over several years. expresses a shared desire to avoid vacant buildings and offer to provide a more detailed illustration of the traffic model, including signal locations, turn lanes, and time frames.

Brent Miles is unsure about the electrical substation and offers to consider how the project can help with other city needs like animal control. Council Member Flynn expresses concern about the amount of warehouses and square footage, suggesting the inclusion of more retail, commercial, and medical facilities.

Brent Miles agrees to consider alternative land uses but cautions that changes to the industrial square footage could impact on the financial viability of the project and the public benefit package. Emphasizes that the development agreement was heavily negotiated and that industrial use is the primary financial driver.

Mayor Royce points out the conflict between the developer's financial interest in warehouses and the city's need for retail. The applicant representative acknowledges the community's desire for retail but argues that industrial development generates more fees and is a more reliable financial producer. They estimate that the retail development could generate $2.5 million in sales tax.

Council Member Miller raises concerns about truck traffic and asks if some warehouses could be used for other purposes. The applicant representative explains that traffic is modeled based on warehouse square footage and that they actively monitor traffic to minimize problems, as excessive truck traffic is undesirable for both the developer and potential tenants. He highlight the $46 million investment in infrastructure to manage traffic.

Mayor Royce suggests a traffic study model predicting traffic in two to three years. The applicant representative and Charlene So from Urban Crossroads clarify that the traffic study looks at various time horizons, including existing conditions, project phases, cumulative projects, and a horizon year of 2045.

Council Member Flynn emphasizes that various commercial uses beyond retail are possible and

that warehouses generate 24/7 truck traffic, unlike medical or retail buildings. She expresses concern about the potential impact of 80 trucks per hour on the on and off ramps and suggests reducing the warehouse area south of Sun Lakes Blvd.

Brent Miles reiterates their efforts to minimize truck traffic and balance community needs with the development agreement. Councilmember Flynn questions the guarantee of LAFCO approval for the county land south of Sun Lakes Boulevard and the potential for the developer to withdraw if it's not approved.

J.J. Jenkins with Northpoint confirms that a survey was conducted in a disadvantaged unincorporated community, and residents chose not to join the city.

Council Member Wallace emphasizes the need for economic development in Banning, highlighting the city's fiscal challenges and the importance of adapting to change. She argues that the Planning Commission's denial of projects is hurting the city and that Banning needs to attract businesses to avoid being bypassed by other booming cities. She stresses the need for a change in mindset to support economic growth for the benefit of future generations.

Charlene So, with Urban Crossroads confirms the original traffic study was completed on August 9th, 2023, with subsequent technical memos, including one dated September 3rd, 2025.

Deputy City Clerk, Sandra Calderon reports receiving seven letters in support and 416 letters in opposition to the project, distributed to the council. Councilman Wallace reiterates that the project impacts the entire city of Banning.

Council Member Flynn moves to continue the discussion to a future date, citing the late release of the development agreement and a 10-page letter received from Sunset Crossroads. She argues that the council needs more time to digest these documents and the traffic study. The motion is seconded by Council Member Barrington. Motion carried 4-1 with Council Member Wallace voting no.

City Attorney Pinkney clarifies that continuing the public hearing to a date certain avoids the need for re-noticing. The discussion clarifies that agenda items 6-1 and 6-2 are related to the same project and can be continued together.

Councilmember Flynn suggests hearing agenda item 6-2, which involves the general plan amendment and zone change, as it is a separate issue involving the city and Mt. San Jacinto College, not North Point.

Mark Staples, Senior Planner proceeds to present the next item 6.2.

6.2 Consideration of an Application by the City of Banning, CA for General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502) to Amend the Land Use Designation and Zoning of Approximately 41 acres of Land Owned by Mount San Jacinto Community College District Located Near the Southeast Corner of Westward and Sunset Avenues from PF–S (Public Facilities-Schools) to Very High Density Residential (VHDR) to Transfer Density of Not Less Than 1,146 Residential Units from the Sunset Crossroads Specific Plan.

Recommendation: 1. Adopt Resolution 2026-33, DENYING the project proposals of General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502)

2. Adopt Resolution 2026-34, APPROVING the project proposals of a General Plan Amendment (Case No. GPA 22-2502) and Zone Change (Case No. ZC 22-3502)

Mark Staples, Senior Planner proceeds to present on the residential land use transfer, explaining that it complies with state law regarding no net loss of residential land uses and is tied to the housing element. Another site was needed to accommodate the 1,146 units. Explaining the prior residential land uses in the area, referencing the "no net loss law" passed around 2021 or 2022 and its connection to the housing element. To compensate for the loss of 1,146 units, previous

directors contacted Mt. San Jacinto College, who were willing to take on the residential unit total, but wouldn't provide a formal letter of commitment. The presentation includes approval and denial resolutions tied to the North Point project and resolutions approving general plan 22-2502 and zone change 22-3502, specific to the college district's properties.

Council Member Flynn questioned the college's willingness without a formal commitment and the implications of transferring 1,146 low-density homes to a property not owned by the city, suggesting it's merely a "paper trade" to satisfy state housing policy. She expressed concern about losing these homes and the potential repercussions from HCD. She emphasized the Planning Commission's opposition to the project and the need for rooftops to support local businesses.

Mark Staples stated that the MSJC district generally accepted the responsibility for the 1,146 units. They mentioned the possibility of further transfer development rights. Council Member Flynn questioned the density required to accommodate that many units, and Mark clarified it would be roughly 27 units per acre, similar to recently built three-story apartments.

Mayor Royce opened public comments.

- Amy Pippinger speculated that MSJC might be amenable to the proposal because Diversified Pacific could purchase the land for apartments. She expressed her opposition to the plan.
- Tara Hagee questioned the logic of voting on the proposal without guarantees and its contingency on the other proposal, suggesting it be revisited with a committed site. The developer representative stated the MSJC site was considered in the EIR for the North Point project due to SB 330 requirements. He clarified that the MSJC site is intended for job development, not housing, and wouldn't preclude future school facilities. He also mentioned the 1,146 units were analyzed programmatically in the EIR and traffic analysis, with a housing range of 24-30 DU per acre, potentially in a clustered, three-story format.
- Shirley Hagey noted the reduced audience and expressed concern that the community wasn't adequately informed about the rezoning. She suggested delaying the decision for more public input. John Kond, counsel for the developer, emphasized the legal requirement under SB 330 to handle the North Point project and the zone change simultaneously. He clarified that state law only requires capacity, and the 1,146 units were merely shifted, not built or planned, similar to the previous situation with Lennar and the Sunset Crossroads property.
- Juanita Diaz expressed concern about the number of warehouses and questioned whether the city was prioritizing the community's needs. She emphasized the need for affordable housing and raised concerns about MSJC's potential departure. The meeting host then opened the floor for council discussion, deferring to legal counsel regarding separating or combining the items. The City Attorney advised handling the two items together as they are applications for one project.

Mayor Royce closed public comments

City Attorney, Pinkney suggested continuing the public hearing to February 26th to allow for the inclusion of missing ordinances. A motion was made to continue the meeting to February 26th. Councilmember Flynn inquired about the impact of the Rancho San Gregorio project (3,500 homes) on traffic. Staff confirmed the EIR accounted for Rancho San Gregorio as an existing approved project from 2016.

Council Member Flynn sought clarification on the car traffic numbers in addition to the 1,800-truck count.

Mark Staples indicated they would need to defer to traffic experts for specific car traffic numbers but estimated Island Springs had 30,000+ cars per day. Mayor Pro Tem Barrington pointed out that Rancho San Gregorio traffic would use multiple streets, not just Sunset. Council Member Flynn requested clear data on truck and car traffic. Mark Staples committed to translating the technical traffic data into an understandable narrative.

7. ADJOURNMENT

A motion was made by Mayor Royce and seconded by Council Member Miller to continue items 6-1 and 6-2 to February 26th at 5 p.m., motioned carried 5-0. Meeting was adjourned 9:32 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/282?view_id=1&redirect=true

DRAFT

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Mary Yaryan, Senior Planner**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-40 , Adopting Address-Related Fees Pursuant to BMC Chapter 12.32 and Update the City Master Fee Schedule.**

RECOMMENDATION:

Adopt Resolution No. 2026-40, establishing fees for address-related services pursuant to Banning Municipal Code Chapter 12.32.

BACKGROUND:

Project Summary:

This is a request for City Council to adopt a fee resolution establishing cost-recovery fees for City addressing services administered by the Community Development Department, including address assignment, change of address, address verification, and street naming-related services. Chapter 12.32 requires these fees to be established by City Council resolution and included in the Master Fee Schedule.

Related Actions:

- On December 9, 2025, the City Council adopted Resolution No. 2025-165, approving the Citywide Addressing Policy.
- On December 9, 2025, the City Council introduced (first reading) Ordinance No. 1614, repealing the existing Chapter 12.32 and adopting a new Chapter 12.32 (House Numbering System) of Title 12 of the Banning Municipal Code related to the addressing and house numbering system.
- On January 13, 2026, the City Council conducted second reading and adopted Ordinance No. 1614.
- Chapter 12.32 provides that addressing fees shall be set by City Council resolution and included in the Master Fee Schedule.
- On November 17, 2025, the City Council adopted Resolution No. 2025-156, approving the Comprehensive User Fee Study (Matrix Consulting Group, October 2025) and adopting an updated City Master User Fee Schedule. The Master Fee Schedule did not include the address-related fees established under BMC Chapter 12.32 because the updated Chapter 12.32 had not yet been adopted at that time.

This action establishes the address-related fees required by BMC Chapter 12.32 and directs inclusion of the adopted fees into the City Master Fee Schedule as an update.

DESCRIPTION:

Staff reviewed addressing fee structures used by other Southern California jurisdictions to compare fee types and service categories. The benchmarking confirms that the City's proposed structure (base fee, additional-address tiers, address change/verification, and street naming/street name change) is consistent with common municipal practice, while Banning's proposed amounts are based on the City's own cost-of-service methodology and staffing model

Staff prepared a time-based fee analysis using fully burdened hourly rates:

- Assistant Planner (T63): $187.53/hour
- Senior Planner (T81): $214.08/hour

Proposed fees are based on average staff processing time for each service type and are intended to recover reasonable costs of service.

Proposed Addressing Fee Schedule

FEE NAME	PROPOSED FEE
ADDRESSING MIN. FEE (FIRST)	$242
EACH ADDRESS 2-10 (EACH)	$148
EACH ADDRESS 11 OR MORE (EACH)	$69
CHANGE OF ADDRESS (EACH)	$242
ADDRESS VERIFICATION	$242
NEW STREET NAMING MIN. FEE (EACH)	$429
EACH STREET AFTER FIRST	$215
CHANGE OF STREET NAME + PUBLIC HEARING(SEPERATE FEE) (EACH)	$2,141

*Fees are rounded up to the nearest whole dollar.

How the addressing tiers are applied:

The Addressing Minimum Fee is charged once per addressing request (e.g., a subdivision/addressing package) and covers the first address. Additional addresses processed under the same request are charged per address using the tiered rates: addresses 2–10 at the "Each Address 2–10" rate, and addresses 11 and above at the "Each Address 11 or More" rate.

Example Calculations (Subdivision / New Lot Addressing)

Assumption: All new addresses are processed under one addressing request.

Tier logic:

- 1st address = $242 (Addressing Minimum Fee)
- Addresses 2–10 = $148 each
- Addresses 11+ = $69 each

Example Scenario	Calculation	Total Fee
Street with 8 new lots (8 addresses)	$242 + (7 x $148)	$1,278
Developer with 18 new lots (18 addresses)	$242 + (9 x $148) + (8 x $69)	$2,126
Subdivision with one 8-lot street + one 12-lot street (20 addresses total)	$242 + (9 x $148) + (10 x $69)	$2,264

Multiple streets / phased submittals: For subdivisions with multiple streets, staff applies the tiered addressing rates based on the total number of new addresses included in the same addressing request, not separately by street. If a developer submits separate addressing requests at different times, each request is charged its own Addressing Minimum Fee, and the tiers apply within that request.

FINDINGS:

- Consistency with Municipal Code. The proposed fees are consistent with BMC Chapter 12.32, which authorizes City Council to establish addressing-related fees by resolution and include them in the Master Fee Schedule.
- Reasonable Cost Recovery. The proposed fee amounts are based on estimated staff time and adopted fully burdened hourly rates for applicable classifications and are reasonably related to the City's cost of providing each service.
- Regional Benchmarking Support. Staff reviewed fee types used by other Southern California cities. The proposed fee categories are consistent with regional practice, while fee amounts are tailored to Banning's local processing costs.
- Administrative Implementation. Adoption of the fee schedule is necessary to implement the previously adopted ordinance and addressing policy and to ensure uniform, transparent administration of addressing requests.

ENVIRONMENTAL REVIEW (CEQA):

This action is not a "project" under CEQA pursuant to State CEQA Guidelines Section 15378(b)(5), as it involves administrative/governmental fiscal activity that does not result in direct or indirect physical changes to the environment.

Additionally, this action is exempt under the common-sense exemption, CEQA Guidelines Section 15061(b)(3), because it can be seen with certainty there is no possibility this fee adoption may have a significant effect on the environment.

JUSTIFICATION:

Adoption of Resolution No. 2026-40 is required to implement BMC Chapter 12.32 and incorporate address-related fees into the Master Fee Schedule, consistent with Ordinance No. 1614 and Resolution No. 2025-165. The proposed fees are cost-based, reasonably related to staff processing time, and supported by a review of fee types used by other Southern California cities. Adoption will improve consistency, transparency, and cost recovery for addressing services.

FISCAL IMPACT:

Adoption of the proposed fees will improve cost recovery for address-related services and reduce subsidy from the General Fund for user-driven processing activities. Annual revenue will vary based on service demand and application volume.

ATTACHMENTS:

1. Draft Resolution CC 2026-40.docx
2. Exhibit A. Addressing Fee Schedule.docx
3. Addressing Fee Calculation Table.docx
4. Ordinance No. 1614.pdf
5. CC Resolution No. 2025-165.pdf
6. column_affidavit_eznxNoYZi94HUm4R5p58.pdf

RESOLUTION 2026-40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ESTABLISHING FEES FOR ADDRESS-RELATED SERVICES PURSUANT TO CHAPTER 12.32 (HOUSE NUMBERING SYSTEM) OF THE BANNING MUNICIPAL CODE AND DIRECTING INCLUSION IN THE CITY MASTER FEE SCHEDULE

WHEREAS, the City of Banning adopted Ordinance No. 1614, repealing and replacing Chapter 12.32 (House Numbering System) of Title 12 of the Banning Municipal Code to establish updated citywide addressing regulations; and

WHEREAS, Chapter 12.32 authorizes the City Council to establish fees for address-related services by resolution and include such fees in the City's Master Fee Schedule; and

WHEREAS, the City Council previously adopted Resolution No. 2025-165 approving the Citywide Addressing Policy to establish standardized procedures for address assignment, verification, posting, street naming, and maintenance of address records; and

WHEREAS, the Community Development Department has prepared a fee analysis based on estimated staff time and fully burdened hourly rates to reasonably recover costs associated with processing address-related requests; and

WHEREAS, adoption of address-related service fees supports consistent and equitable administration of the City's addressing program, promotes efficient service delivery, and reduces subsidy of user-driven services from general operating funds; and

WHEREAS, the City Council desires to formally adopt fees for address-related services and direct incorporation of the adopted fees into the City's Master Fee Schedule.

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

SECTION 1. Adoption of Address-Related Fees

The City Council hereby adopts the City of Banning Address-Related Fee Schedule, attached hereto as Exhibit A and incorporated herein by this reference.

SECTION 2. Master Fee Schedule

The City Council directs City staff to incorporate the fees adopted by this Resolution into the City of Banning Master Fee Schedule.

SECTION 3. Administration

The Community Development Director, or designee, is authorized to administer and implement the fees adopted herein and make administrative updates necessary to ensure consistency with applicable federal, state, and local law, provided such updates do not modify adopted fee amounts without further City Council action.

SECTION 4. Effective Date

This Resolution shall become effective immediately upon adoption.

SECTION 5. Certification

The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of March, 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 2026-40, was duly adopted by the City Council of the City of Banning, California at a regular meeting thereof held on the 24th day of March, 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

Addressing Fee Schedule

Addressing Fee Schedule

FEE NAME	FEE
ADDRESSING MINIMUM FEE (FIRST)	$242
EACH ADDRESS 2-10 (EACH)	$148
EACH ADDRESS 11 OR MORE (EACH)	$69
CHANGE OF ADDRESS (EACH)	$242
ADDRESS VERIFICATION (EACH)	$242
NEW STREET NAMING MINIMUM FEE (EACH)	$429
EACH STREET (EACH)	$215
CHANGE OF STREET NAME + PUBLIC HEARING (SEPARATE FEE) (EACH)	$2,141

Addressing Fee Calculation Table

FEE NAME	ASSISTANT PLANNER HRS	SENIOR PLANNER HRS	COMPUTATION	PROPOSED FEE
ADDRESSING MINIMUM FEE (FIRST)	1.00	0.25	(1×187.53) + (0.25 × 214.08)	**$242**
EACH ADDRESS 2-10 (EACH)	0.50	0.25	(0.5 × 187.53) + (0.25 × 214.08)	**$148**
EACH ADDRESS 11 OR MORE (EACH)	0.25	0.10	(0.25 × 187.53) + (0.10 × 214.08)	**$69**
CHANGE OF ADDRESS (EACH)	1.00	0.25	(1 × 187.53) + (0.25 × 214.08)	**$242**
ADDRESS VERIFICATION (EACH)	1.00	0.25	(1 × 187.53) + (0.25 × 214.08)	**$242**
NEW STREET NAMING MINIMUM FEE (EACH)	0.00	2.00	(2 × 214.08)	**$429**
EACH STREET (EACH)	0.00	1.00	(1 × 214.08)	**$215**
CHANGE OF STREET NAME + PUBLIC HEARING (SEPARATE FEE) (EACH)	0.00	10.00	(10 × 214.08)	**$2,141**

ORDINANCE NO. 1614

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, REPEALING THE EXISTING CHAPTER 12.32 AND ADOPTING A NEW CHAPTER 12.32 (HOUSE NUMBERING SYSTEM) OF TITLE 12 (STREETS, SIDEWALKS AND PUBLIC PLACES) OF THE BANNING MUNICIPAL CODE RELATING TO THE ADDRESSING AND HOUSE NUMBERING SYSTEM

WHEREAS, Chapter 12.32 of the Banning Municipal Code was adopted in 1965 and refers to a manual map-based system that is incompatible with the City's current digital GIS, permitting, utility billing, and emergency dispatch systems.

WHEREAS, a uniform, modern addressing system is necessary to promote the public health, safety, and welfare by enhancing public safety, efficient emergency response, accurate mail and parcel delivery, and interagency coordination.

WHEREAS, the adoption of a new addressing and housing numbering system will provide clarity, sequencing, and support integration with the City's digital Master Address Database.

WHEREAS, in accordance with the City's Police Powers, the City of Banning hereby repeals Chapter 12.32 House Numbering System of the Banning Municipal Code and adopts a new Chapter 12.32 House Numbering System of the Banning Municipal Code.

NOW THERFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BANNING, RIVERSIDE COUNTY, STATE OF CALIFORNIA AS FOLLOWS:

SECTION 1. ENVIRONMENTAL

The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, as it can be seen with certainty that the adoption of this Ordinance will not have the potential to cause a significant effect on the environment. This action involves the modernization and administrative update of existing addressing procedures and will not result in any physical environmental impacts.

SECTION 2. SEVERABILITY.

If any provision, section, paragraph, sentence, or word of this Ordinance is held invalid or unconstitutional by any court of competent jurisdiction, such decision

shall not affect the validity of the remaining portions. The City Council declares it would have adopted this Ordinance irrespective of the invalidity of any portion.

SECTION 3. PROSECUTION OF PRIOR ORDINANCE.

Neither the adoption of this Ordinance nor the repeal of any prior ordinance shall affect the prosecution of any violation of the Banning Municipal Code committed before this Ordinance's effective date.

SECTION 4. FINDINGS.

The City Council of the City of Banning finds as follows:

A uniform, modern addressing system is necessary to promote public safety, efficient emergency response, accurate mail and parcel delivery, and interagency coordination.

Chapter 12.32 of the Banning Municipal Code, adopted in 1965, refers to a manual map-based system that is not compatible with the City's current digital GIS, permitting, utility billing, and emergency dispatch systems.

The repealing of the existing and adopting of a new Chapter 12.32 will enhance clarity, sequencing, and consistency of addresses citywide and support integration with the City's digital Master Address Database and promote the public health, safety, and welfare.

SECTION 5. APPROVAL.

The City Council hereby approves amendments to the Banning Municipal Code by repealing existing Chapter 12.32, in its entirety, as set forth in Exhibit A, and adopting a new Chapter 12.32 titled "House Numbering System", as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

SECTION 6. EFFECTIVE DATE AND PUBLICATION.

The Mayor shall sign, and the City Clerk shall certify to the passage of this Ordinance and cause the same, or a summary thereof, to be published within fifteen (15) days after adoption in accordance with Government Code Section 36933. This Ordinance shall take effect thirty (30) days after adoption in accordance with Government Code Section 36937.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Banning, California, approves an amendment to the City of Banning Municipal Code.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the 9th day of December 2025, by the following roll call vote:

AYES: Barrington, Flynn, Miller, Royce, Wallace
NOES: None
ABSENT: None
ABSTAIN: None

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the 13th day of January, 2026.

AYES: Barrington, Flynn, Miller, Royce, Wallace
NOES: None
ABSENT: None
ABSTAIN: None

Richard Royce, Mayor
City of Banning

Attest: Sandra Calderon
Sandra Calderon, Acting Deputy City Clerk
City of Banning

Approved as to form:

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

RESOLUTION 2025-165

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE CITY OF BANNING ADDRESSING POLICY TO ESTABLISH A STANDARDIZED AND UNIFORM ADDRESSING SYSTEM

WHEREAS, the City of Banning requires consistent addressing practices to support emergency response, accurate service delivery, GIS mapping, utility coordination, and interdepartmental communication; and

WHEREAS, the Community Development Department has prepared a Citywide Addressing Policy to establish standardized procedures for address assignment, verification, posting, street naming, and maintenance of address records; and

WHEREAS, the Addressing Policy incorporates recognized best practices, including national postal addressing standards and applicable fire guidelines; and

WHEREAS, adoption of a Citywide Addressing Policy will ensure uniform application of addressing procedures, improve public safety, and maintain consistency across all City departments, outside agencies, and emergency responders; and

WHEREAS, the existing Administrative Policy titled "Addressing Policy," Policy No. F-3, is no longer consistent with current operational practices and will be superseded and replaced in its entirety by the new Addressing Policy, Policy No. F-4; and

WHEREAS, the City Council desires to formally adopt the Addressing Policy to guide the administrative implementation of the City's addressing system.

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

SECTION 1. ADOPTION OF POLICY

The City Council hereby adopts the City of Banning Addressing Policy, attached hereto as Exhibit C and incorporated herein by this reference.

SECTION 2. ADMINISTRATION

The Community Development Director, or designee, is authorized to administer the Addressing Policy, maintain the Master Address Database, and make administrative updates necessary to ensure consistency with applicable federal, state, and local addressing and emergency access standards.

SECTION 3. CERTIFICATION

The City Clerk shall certify to the adoption of this Resolution and enter it into the book of original resolutions.

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

Richard Boyce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-165, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 9th day of December, 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

Sandra Calderon, Depty City Clerk
City of Banning, California

EXHIBIT C

Addressing Policy

Chapter 12.32 HOUSE NUMBERING SYSTEM

~~12.32.010 House numbering—System adopted.~~

~~The uniform system of house numbers described in the Section 12.32.020 is hereby adopted and established in the city.~~

~~(Code 1965, § 21-17.)~~

~~12.32.020 House numbering—System described.~~

~~The house numbering system for the city shall be as follows:~~

~~Starting with Ramsey Street and San Gorgonio Avenue as zero lines and numbering north and south and east and west from these streets, allowing one hundred numbers for each three hundred and thirty foot block, plus or minus, with the numbers divided centesimally along the block, and the blocks numbered as set forth and contained in the certain map entitled "Index of Block Numbers of the City of Banning, California," on file at the City Hall, which map is by reference made a part of this chapter.~~

~~(Code 1965, § 21-18.)~~

~~12.32.030 Duty of owners or occupants of premises—Generally.~~

~~Every person owning, controlling, occupying or using any house, store, storeroom or building situated on premises fronting on any street, avenue or other public way or place in the city shall procure, place, attach and maintain in a conspicuous place on the street front of every such house, store, storeroom or building and on, over or near each door or entry thereto facing on any street, avenue or other public way or place the number assigned thereto by the city.~~

~~(Code 1965, § 21-19.)~~

~~12.32.040 Duty of owners or occupants of premises—In case of new or altered structures.~~

~~It shall be the duty of every person owning, controlling, occupying or using any new or altered structure required to be numbered by this chapter to place, attach and maintain the appropriate number to such structure within sixty days after either the completion or occupancy of the structure, whichever comes first.~~

~~(Code 1965, § 21-20.)~~

~~12.32.050 Size, type, etc., of numbers.~~

~~All house numbers shall be of such size and type and so placed as to be easily visible and legible from the center of the street, avenue or other public way or place upon which the premises fronts and shall not be less than three and one-half inches in height; provided, that numbers embossed, stamped or painted on a plate contrasting in color may be not less than two and one-half inches in height.~~

~~(Code 1965, § 21-21.)~~

Chapter 12.32 HOUSE NUMBERING SYSTEM

12.32.010 Adoption of Uniform Addressing System.

A uniform addressing and house numbering system is hereby adopted and established within the City of Banning.

The purpose of this system is to promote public safety, efficient emergency response, accurate mail and parcel delivery, and coordination among public agencies and utilities.

12.32.020 General Addressing Method

Addresses within the City shall be assigned in a logical, consistent, and sequential manner in accordance with a standardized grid and numbering system maintained by the City.

The baseline for numbering shall generally correspond with major intersecting streets within the City, with address numbers increasing outward from that point.

The specific methods and standards for address assignment, numbering increments, and street naming shall be maintained administratively in the City's adopted Addressing Policy on file with the Community Development Department.

12.32.030 Responsibility of Property Owners and Occupants.

Every person owning, controlling, occupying, or using any house, building, or structure fronting on any street or public way shall post and maintain the official address number assigned by the City

Address numbers shall be displayed in a location that is visible from the adjacent public right-of-way or access drive and shall be kept in good repair at all times

No person shall display, alter, or remove any address number except as authorized by the City.

12.32.040 New or Altered Structures.

It shall be the duty of every person owning, controlling, occupying, or using any new or altered structure required to be numbered by this Chapter to post and maintain the assigned number prior to final inspection, occupancy, or utility activation, whichever occurs first

The City may withhold issuance of final approvals or services until the structure is properly addressed and posted.

12.32.050 Address Number Specifications.

All address numbers shall be of sufficient size, color contrast, and placement to be clearly visible and legible from the public right-of-way or private access serving the property, consistent with the Fire Code and the City's adopted Addressing Policy.

A. Buildings not visible from the street shall provide address identification at the point of access.
B. Illumination may be required where necessary for visibility and emergency response.

12.32.060 Administration and Enforcement.

The Community Development Director, or designee, shall administer this Chapter and maintain the City's official Master Address Database.

The Director may adopt and update administrative procedures, standards, and guidelines consistent with this Chapter.

Violations of this Chapter or the Addressing Policy are subject to enforcement under Title 1 of this Code and any applicable Fire Code provisions.

12.32.070 Fees.

Fees for address-related services shall be established by resolution of the City Council and listed in the City's Master Fee Schedule.

Such services may include, but are not limited to, new address assignment, address verification, change or correction of address, temporary addresses, tenant or suite numbering, and street naming or renaming.

Fees shall be due at the time of application submittal and are non-refundable unless otherwise specified by the City Council.

The Community Development Director may waive or defer fees for City-initiated address corrections necessary for public safety or administrative consistency.

	City of Banning Administrative Procedures **Addressing Policy**		**POLICY NO:** F-4
			ORIGINATING DEPARTMENT: Community Development
			DIVISION: Planning
ADOPTION DATE: 12/09/2025		**APPROVED BY:** City Council	**LAST AMENDED:**
SUPERSEDES: F-3		**REFERENCE:** N/A	**PAGE 1 of 18**

SECTION 1: PURPOSE AND AUTHORITY

The primary purpose of this policy is to provide a standardized and uniform method of assigning addresses to buildings, structures, and utilities within the City of Banning for clarity, safety, and efficient emergency response. This policy supports the requirements outlined in Banning Municipal Code Chapter 12.32 and aligns with the addressing standards of current Fire guidelines and United States Postal Service. The intent is to ensure consistency across all assigned addresses within the City's data systems.

The Community Development Director (Director), or their designee, has sole authority to assign, modify, verify, or revoke addresses. Unauthorized changes are prohibited and may result in disruption of services or enforcement actions. The Director may establish administrative rules to implement this policy. The Director or designee is the sole custodian of the City's Master Address Database and no new address, change, or retirement (including GIS, permitting, billing, or utility systems) shall occur without written authorization from the Director or designee. Upon assignment or change, addresses shall be synchronized across the City's Master Address Database, GIS, permitting, Utility Billing, Banning Electric Utility, and emergency systems.

SECTION 2: BACKGROUND

Accurate, consistent, and logically sequenced addressing is critical for public safety, emergency response, postal delivery, utility coordination, and integrity of City records. The City of Banning has historically relied on a grid-based addressing system adopted through Banning Municipal Code (BMC) Chapter 12.32 and the "Index of Block Numbers of the City of Banning." Over time, variations in development patterns, legacy addressing practices, and the introduction of new residential and mixed-use housing types have created inconsistencies within City and regional data systems.

Modern emergency response, automated dispatch, GIS integration, and utility coordination require precise, standardized address data. Inconsistent or inaccurate addressing can delay emergency response, interfere with postal delivery, disrupt utility activation, and create discrepancies across permitting, billing, and parcel databases.

This Addressing Policy establishes clear administrative procedures and uniform standards to:

- Implement the updated BMC Chapter 12.32 House Numbering System;
- Ensure consistency between the City's Master Address Database, GIS, Utility Billing, emergency response systems, and regional datasets;

- Guide staff, developers, and property owners through proper assignment, posting, and verification of addresses; and
- Support orderly growth, new development types (e.g., ADUs, mixed-use, multi-story), and long-term maintenance of address integrity.

This policy is intended to modernize and operationalize the City's addressing program, reduce long-term inconsistencies, and create a predictable and transparent process that supports life-safety, regulatory compliance, and efficient municipal operations.

SECTION 3: DEFINITIONS

The following terms shall have the assigned definitions for all purposes under this policy:

- Accessory Dwelling Unit (ADU): A legally permitted secondary dwelling unit, attached or detached from the primary residence, with its own kitchen, sleeping, and sanitation facilities. Addressing for ADUs shall be determined by the Director or designee in compliance with applicable State and local regulations.
- Junior Accessory Dwelling Unit (JADU): A dwelling unit that is 500 square feet or less in size, created within the walls of an existing or proposed single-family residence. Addressing for JADUs shall be determined by the designee in compliance with applicable State and local regulations.
- Address Monument: A permanent freestanding sign structure that displays a property's official address when the building itself is not visible from the public right-of-way.
- Address Verification: A formal process performed by the City to confirm that an existing or proposed address is officially recognized in the City's Master Address Database, County parcel records, and USPS system. Often required by lenders, title companies, and utility providers.
- Fractional Address: A numeric suffix (e.g., ½, ¼, ⅓, ¾) assigned to utility infrastructure, meters, or ancillary features. Fractional addresses are non-deliverable and are for internal City/agency use only.
- Main Address: The base whole number address assigned to a legal parcel or primary structure. This number is used for all official City records, postal delivery, and emergency response.
- Phased Development: A subdivision or master-planned community approved in multiple stages.
- Site Map Display Board: A directory sign showing the layout of units, suites, or buildings in a multi-unit development, typically located at primary vehicle/pedestrian entrances.

- Sub-address: Any designation added to a main address to identify internal occupancy, including apartment numbers, suites, tenant spaces, or units.
- Suite Numbering Convention: The standardized numbering method for commercial or multi-story buildings where the first digit represents the floor level (e.g., 101 for first floor, 201 for second floor).
- TEMP Address: A temporary numeric designation assigned solely for utility infrastructure, such as construction power poles or temporary electrical service points. TEMP addresses are non-deliverable, non-occupancy addresses and shall be retired upon final power release or project completion.
- Unit Number: The official identifier assigned to individual dwelling units or tenant spaces within a larger structure or parcel.

SECTION 4: ADDRESSING STANDARDS

4.1 Addressing Methodology

The City of Banning uses a block grid addressing system originating from the intersection of Ramsey Street (east–west axis) and San Gorgonio Avenue (north–south axis), which serves as the City's baseline. Addresses are assigned outward from this intersection at an approximate rate of 100 numbers per 330-foot block, as implemented through the City's standardized grid and numbering system maintained pursuant to BMC Section 12.32.020 and the 'Index of Block Numbers of the City of Banning' on file at City Hall. Address assignments shall be consistent with the "Index of Block Numbers of the City of Banning, California," which is incorporated by reference into BMC Chapter 12.32.

- Even numbers are assigned to the south and east sides of streets.
- Odd numbers are assigned to the north and west sides of streets.

Corner and Through Lots: Corner lots shall be addressed according to the primary pedestrian entry or primary driveway access, as determined by the Director or designee, for emergency response efficiency. Through lots (with two parallel street frontages) shall be addressed based on actual access and service routing. Any subsequent change in primary access may require an address change. This system ensures uniformity, prevents duplication, and maintains navigability for emergency response, postal delivery, and utility coordination. For structures with internal or stacked occupancies (apartments, condominiums, office suites), a base address shall be assigned to the primary structure, with logical unit or suite identifiers added according to floor level and entry sequence.

Multiple Buildings on One Parcel and Ancillary Facilities: Parcels with multiple principal buildings shall have one main address. Additional buildings shall receive building designators (e.g., Building A/B or Building 1/2) and/or sub-addresses as directed by the City. Common-area facilities (e.g., laundry rooms, recreation buildings) shall be identified on the Site Map Display Board and may receive internal identifiers for emergency access.

Minimum Address Intervals: Primary addresses shall be assigned using increments of at least twelve (12) whole numbers between adjacent properties along a standard residential block face (e.g., 1000, 1012, 1026). This spacing preserves logical sequencing, accommodates future infill or additional dwelling units, and ensures uniformity with the City's grid system. For shorter blocks, cul-de-sacs, or irregular lot configurations, the interval may be adjusted proportionally by the Director or designee to maintain address continuity and reserve capacity for future development or multiple units on a parcel.

All address assignments must conform to the grid, maintain continuity with surrounding properties, and satisfy emergency response and visibility standards.

4.2 Address Assignment Triggers

Addresses shall be assigned:

- Upon issuance of a building permit
- Upon recordation of a final tract or parcel map
- When new utility services are installed
- When legal structures are modified, converted, or split into additional permitted units
- For final address issuance, an Assessor's Parcel Number (APN) or proof of recorded final map must be provided
- Final addresses require proof of recorded tract/parcel map or County-issued APN(s) aligned to the recorded map.
- Temporary addresses are not valid for postal delivery, utility activation, or occupancy.

Addresses shall not be issued for:

- Unpermitted structures
- Temporary or unauthorized occupancy
- Vacant Parcels

4.3 Display Requirements

Address numbers shall be Arabic numerals or alphabet letters, plainly legible, and visible from the public street or road fronting the property. Address numbers shall be permanently affixed and durable. Painted numbers, spray paint, temporary stickers, chalk, or taped paper are prohibited. Numbers must contrast with their background and be free from visual obstructions such as landscaping, signs, or equipment. Address visibility standards include:

Building Type	Minimum Height	Stroke Width	Illumination Required
One & Two Family Residential	4 inches	0.5 inch	Yes (if new/remodeled)
Commercial/Multi-Family ≤ 25 ft building height	12 inches	0.5 inch	Yes
Commercial/Multi-Family > 25 ft building height	24 inches	0.5 inch	Yes

All new or remodeled buildings must have internally or externally illuminated address numbers. If the structure is not visible from the street, an address monument must be installed at the property entrance. For shared driveways, provide directional signage with arrows and posted addresses. All suites shall have a minimum 6-inch high number on both the front and rear doors. Numbers shall contrast with their background and remain unobstructed by landscaping, banners, window coverings, or equipment.

4.4 Duty of Property Owner

The owner or occupant of any new or altered structure shall post and maintain the assigned address prior to final inspection, occupancy, or utility activation, whichever occurs first, and shall keep the address visible and legible at all times. Failure to maintain visible address numbers is subject to enforcement under BMC Chapter 12.32 and the Fire Code.

4.5 Electric Service Re-Energization

Electric Service Re-Energization (De-energized > 6 Months).
Prior to electric release, the City requires: (1) address verification and use review by Community Development; (2) a site investigation by the Building Official, Banning Electric Utility, Public Works (as applicable), and the Fire Marshal; (3) payment of applicable fees; (4) proof of tenancy if the request is by a tenant; and (5) correction of any use or life-safety violations.
All required corrections must be verified prior to electric release.

SECTION 5: ADDRESSING ASSIGNMENT PROCESS

5.1 Address Changes, Verifications & Request Submittals

Applicants seeking to change or verify an address must submit an addressing application on a form provided by the Community Development Department, along with any required supporting materials. Supporting materials may include a site plan, utility layout, justification letter, or other relevant documentation.

Address changes will only be approved when:

- There is a sequencing error or duplication
- A primary building entrance has moved
- Public safety or service delivery would be improved

Verification requests confirm the official status of an existing address and may be required by utility companies or lenders. The Director or designee will evaluate all requests and issue formal confirmation or denial. Occupants affected by any address changes will be provided notice and may request additional time or administrative review, in accordance with procedures established by the Director or designee.

Review Scope and Processing : Address change and verification requests will be reviewed against: (1) the City's Master Address Database, (2) City GIS, (3) applicable County Assessor/APN records, (4) USPS addressing standards (including Publication 28), (5) 911/computer-aided dispatch and other emergency response layers, and (6) Utility Billing and Banning Electric Utility service records.

Standard processing time is five to seven (5–7) business days after the City receives a complete submittal. Life-safety or emergency-response conflicts may be expedited at the Director's discretion.

Outcomes and Notification: Upon completion of the review, the City will issue one of the following:

- Approved – an Address Assignment or Verification Letter and, where applicable, a stamped address site plan; or

- Conditionally approved – subject to specified corrections such as posting, suite numbering, or map notations; or
- Denied – with a written deficiency list identifying conflicts (e.g., duplication, sequencing, visibility, or unpermitted structure issues).

Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications. The Address Assignment Letter and site plan shall be considered the controlling record for permitting, utility setup, and agency notification.

Corrections may be approved for: (1) wrong odd/even side, (2) non-contiguous or non-sequential numbering, (3) duplication within 1,000 ft or the same blockface, (4) conflicts with emergency services or USPS, (5) change in primary access/frontage, or (6) routing/dispatch ambiguity documented by Fire/Police.

The City may initiate address corrections when systemic errors are identified (e.g., wrong parity, skipped ranges, non-sequential runs, or emergency service/mail conflicts). The Director may issue a Notice of Proposed Correction, provide an opportunity for affected occupants to comment, and then issue a Final Correction Order with an effective date and any applicable appeal information. Affected occupants may request reconsideration or appeal of a correction on the grounds of mapping error or demonstrated service conflict, subject to procedures and timelines established by the Director or designee. The Director may grant additional time for implementation where life-safety is not impacted.

5.2 Temporary vs. Final Addresses

A temporary address may be issued for planning or entitlement purposes and is subject to change. Final addresses are officially issued upon final map recordation or building permit issuance. Only final addresses may be used for utility setup, mail delivery, and occupancy. Final addresses require either a recorded tract/parcel map or documentation of assigned Assessor Parcel Numbers (APN) to ensure address alignment with official County records.

Temporary addresses shall be clearly marked as TEMP in all City systems.

5.2.1 Construction Site Addressing

The purpose is to ensure all active construction sites are identifiable for emergency response, inspections, and deliveries. The City shall assign a provisional construction address to any permitted project prior to or concurrent with building permit issuance. This ensures that Fire, Police, and utility responders can locate the site before permanent structures or monuments are in place.

Assignment:

- The construction site shall use the final approved address whenever possible (e.g., the permanent street number assigned to the parcel or building).
- If a permanent address has not yet been issued (e.g., prior to tract recordation), the City may issue a provisional construction address that aligns with the approved site plan and anticipated permanent numbering sequence.
- The provisional address shall be updated to the final address once the map is recorded or the building permit reaches the final inspection stage.

Display Requirements:

- The address (permanent or provisional) must be posted at the main site entrance using weather-resistant, reflective numbers at least 6 inches high, visible from the public right-of-way.
- For large or multi-phase construction sites, additional address signs shall be posted at each major access point and on construction trailers or temporary offices.
- Signage shall remain visible throughout construction and not be obstructed by fencing, materials, or equipment.
- For gated projects, the address shall be placed outside the gate for emergency responders.

Coordination:

- The construction address shall be confirmed with the Fire Marshal and Banning Police Department prior to the first inspection.
- The address shall appear on the building permit, inspection records, and emergency dispatch layers in GIS.
- Upon final inspection or issuance of the Certificate of Occupancy, the provisional construction address shall automatically transition to the final permanent address in all City systems.

Prohibited Uses:

- Construction addresses are not postal addresses and may not be used for mail delivery or legal occupancy. They are for safety, inspection, and operational use only.

5.3 Addressing for New Residential Developments

New commercial, industrial, or institutional structures shall be assigned a unique whole number address. Where multiple entrances, tenants, or utility meters exist, additional unit or sub-addresses will be assigned as needed. Building permit issuance shall be contingent upon address assignment and compliance with Fire Department visibility and signage standards.
Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications.

5.4 Addressing for New Non-Residential Buildings

Address verification requests may be submitted by property owners, tenants, developers, or utility companies to confirm the accuracy and official recognition of an existing address. Requests must be submitted in writing on a form provided by the Department. The City shall verify the address against the City's official GIS, parcel records, and USPS standards. A fee may apply.

Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications.

5.5 Tenant Numbering Standards (Suites/Unit)

Tenant space addressing ensures that multi-tenant buildings and complexes are logically sequenced, clearly posted, and easily identifiable for emergency response, postal delivery, utilities, and permitting. Proper assignment and numbering reduce confusion, prevent duplication, and improve public safety.

A. Assignment During Development Review

All new subdivisions or multi-unit residential, commercial, or mixed-use developments shall be reviewed for logical and sequential address assignment at the time of final map or site plan approval. Address ranges will be coordinated with Public Works, Building & Safety, Fire Department, and USPS to ensure consistency and emergency response readiness. Addresses will be assigned upon

recordation of the final map or prior to issuance of building permits, as appropriate. Upon address approval, the City will issue an official Address Assignment Letter and address site plan to the applicant. This documentation must be retained for permitting, utility setup, and agency notifications.

B. Unit and Suite Numbering Standards

1. Unit and suite numbers shall follow a three-digit format, with the first digit indicating the floor level (e.g., 101 for first floor, 201 for second floor).
2. Numbering should begin at the northeast corner of the building and proceed clockwise unless site geometry requires counter-clockwise sequencing.
3. All primary and rear access doors must display unit or suite numbers at a minimum 6-inch height, clearly visible to emergency personnel.
4. Multi-unit complexes must install a Site Map Display Board near the primary vehicle/pedestrian entrance, showing building layout and corresponding unit/suite addresses. The board shall be illuminated, weather-resistant, and include building identifiers, unit ranges, and a "You Are Here" indicator.

5.6 Accessory Dwelling Unit Addressing

Addressing for Accessory Dwelling Units (ADUs) and, when applicable, Junior Accessory Dwelling Units (JADUs), shall be assigned in a manner that supports emergency response, postal delivery, and utility coordination, and that complies with State law and the Banning Municipal Code as they exist at the time of review.

Because State regulations governing ADUs and JADUs are subject to change, the Director or designee shall determine the appropriate address format based on current legal requirements, site configuration, access, and operational needs.

ADUs and JADUs may be assigned either:

- a unique primary address, or
- a sub-address associated with the primary dwelling,

as deemed appropriate by block or designee to maintain logical sequencing, support emergency response, and ensure consistency with surrounding addresses.

The City generally avoids new fractional or alphabetic suffixes (e.g., "123½", "123A") unless needed for consistency with legacy addressing or external agency systems.

Applicants must provide a site plan identifying the unit location, access path, and visibility. Approved address numbers or sub-addresses shall be clearly posted on the unit or, if not visible from the public right-of-way, at the point of access consistent with Section 4.3 of this Policy.

SECTION 6: UTILITY AND METER ADDRESSING

6.1 Utility and Fractional Addressing Standards

Utility/fractional addresses are non-deliverable and intended for inter-agency identification only.

- ½: Irrigation meter will have the same number as the parcel but also have ½ added to it. Multiples will have an alphabet letter after i.e. 1025 ½ A: For example, "1355 ½ Landmark Way – Ped "A", "B".
- ⅓: Electric pedestal will have the same number as the parcel but also have 1/3 added to it. Multiples will have an alphabet letter after i.e. 1025 1/3 A: For example, "1355 1/3 Landmark Way – Ped "A", "B"".
- ¼: Fire protection system will have the same number as the parcel but also have ¼ added.
- ¾: Cell tower meters will have ¾ added if there are more than one on the site e.g., 123¾ A, 123 ¾ B
- Hydrant meters shall be addressed by the cross streets of the hydrant, and including the hydrant number, to the greatest extent possible.
- TEMP: Construction power poles Utility and infrastructure addresses must be assigned and documented but are not intended for postal delivery.

6.1 Temporary Power (TEMP) Addresses

TEMP addresses are assigned exclusively to temporary electrical service poles or other interim power sources associated with construction activity. They are intended to facilitate electric service setup, inspection, and tracking by the City and Banning Electric Utility.

Standards and Procedures:

1. TEMP addresses shall be requested using the City's addressing application form and must include a valid building or grading permit number.
2. TEMP addresses shall be labeled in all systems with the prefix "TEMP" (e.g., TEMP 1250 Ramsey Street) to distinguish them from permanent addresses.
3. TEMP addresses shall not be used for occupancy, postal delivery, or any non-utility purpose.

4. TEMP signage shall be posted at the pole or service location using reflective material, minimum 4-inch numerals, visible from the nearest public right-of-way.
5. TEMP addresses shall automatically expire and be retired from the Master Address Database upon permanent power release or project completion.
6. Upon retirement, the permanent address shall be re-verified across all systems to ensure data integrity.

SECTION 7: STREET ADDRESSING

7.1 Street Naming and Suffix Guidelines

Street naming shall comply with USPS Publication 28 suffix standards (e.g., Street, Avenue, Boulevard) and must avoid duplication or phonetic similarity to existing names within the City or surrounding jurisdictions. Names shall be simple, clear, and not exceed twenty (20) characters including the suffix. Cardinal directions (e.g., North, South, East, West) may not be used as standalone street names. Continuous road segments must retain the same name unless the alignment changes by more than 45 degrees, in which case a new street name shall be assigned. Prohibited names include offensive or derogatory terms, commercial/advertising names, confusing or cumbersome spellings, and standalone cardinal directions.

Directional Prefixes:

Directional prefixes (N, S, E, W) may be applied where needed to distinguish otherwise similar street names and to reflect the City's grid system. Generally:

- "North" and "South" apply to streets that intersect or cross Ramsey Street (the east–west baseline); and
- "East" and "West" apply to streets that intersect or cross San Gorgonio Avenue (the north–south baseline), as determined by the Community Development Director or designee to avoid confusion and support emergency response.

Approved Street Suffixes:

The following table lists commonly approved street suffixes for the City of Banning. These suffixes align with USPS Publication 28, Utility Billing, and local emergency response practices.

Suffix	Abbreviation	Definition / Common Use	Type
Alley	ALY	Narrow service or rear-access way.	NA
Avenue	AVE	A thoroughfare running at an angle to streets; often wider than a street.	Any

Boulevard	BLVD	Wide roadway with landscaping or median.	Any
Circle	CIR	Circular or looping road.	Any
Court	CT	Short street ending in a cul-de-sac.	Cul-de-sac
Crescent	CRES	Curved residential street.	Any
Drive	DR	Curving or winding road, often in suburbs.	Curving
Green	GRN	Residential street with or near landscaped areas.	Any
Grove	GRV	Short, wooded or tree-lined street.	Any
Heights	HTS	Street on high ground or ridge.	Any
Hill	HL	Road climbing or situated on a hill.	Any
Lane	LN	Narrow street, sometimes residential or rural.	Curving
Park	PARK	Street near or within greenbelt/open space.	Any
Place	PL	Small, quiet street or dead-end.	Cul-de-sac
Plaza	PLZ	Commercial or civic square or internal drive.	Any
Road	RD	General-purpose route, often longer than a street.	Any
Row	ROW	Linear street with similar townhomes or buildings.	Any
Square	SQ	Urban space, often surrounded by buildings.	Any
Street	ST	Standard road in urban grid.	Any
Terrace	TER	Small residential road or elevated terrain.	Minor Private Street
Trail	TRL	Road or path that follows terrain.	Any
View	VW	Street with scenic or elevated outlook.	Any
Way	WAY	General-purpose road, often in newer developments.	Any

7.2 Street Naming Procedure

To request a new street name, applicants shall:

- Submit at least three preferred names with definitions.
- Ensure proposed names avoid duplication or phonetic similarity to existing street names within the City or surrounding jurisdictions.
- Provide justification for commemorative or theme-based names when applicable.
- Show all proposed street names on Tentative Maps and submit them for City Council review and approval.

- Obtain City Council approval for any change to approved street names prior to recordation of a Final Map.
- Apply the same naming standards to private streets and gated drives, which may be required to carry a street-type name if they provide the primary or sole emergency access to a development.

7.3 Street Renaming (Existing Streets)

Renaming an existing street shall follow these requirements:

- A written petition signed by sixty percent of the representative group of affected property owners must be submitted to the City.
- The applicant shall coordinate preparation of the Certificate of Correction through the City's Engineering Division prior to recordation with the County.
- Renaming requests must demonstrate that the proposed name complies with established naming standards, avoids duplication or phonetic similarity, and uses appropriate suffixes.
- City Council approval is required at a public hearing.
- Public notice shall be mailed to adjacent property owners and published in a newspaper of general circulation at least ten (10) days prior to the hearing.
- A Certificate of Correction to the recorded subdivision map shall be prepared and recorded with the County to formally document the name change.
- The applicant shall bear the full cost of renaming, including the Certificate of Correction, signage replacement, and notification of all affected agencies and utilities.
- Once approved, the City shall coordinate re-signing and provide official notice to agencies including USPS, emergency services, utility providers, and local school districts.

After City Council approval and recordation of the street name change, the City will transmit the information to Riverside County for integration into County GIS and addressing systems. The timeframe for the change to appear in County or regional digital maps may vary. Property owners, developers, or agencies needing confirmation of the update's effective date should contact Riverside County GIS or the County's Mapping and Land Records Division directly to verify when the change has been reflected in the County's system.

7.4 Street Name Evaluation Criteria

The following criteria guide the City's evaluation of proposed new or modified street names:

- Clarity: Simple spelling and easy pronunciation in voice dispatch; no punctuation, diacritics, special characters, or numerals in the name.
- Commemorative Names: Provide biography/justification; avoid living persons unless Council policy allows; ensure no conflict or confusion with existing names.
- Continuity: Continuous roads keep one name; if alignment changes by more than 45 degrees, a new name may be required.
- Length: Prefer no more than twenty (20) characters including spaces and suffix; shorter names are preferred for signage and emergency dispatch.
- Map Coordination: Names must appear on the Final Map for recordation and require Council approval.
- Private Streets: Apply the same criteria to private streets/gated drives; require a street-type name if they serve as the sole emergency access.
- Prohibited Words: No commercial/advertising content, offensive/derogatory terms, or standalone cardinal directions.
- Suffix Appropriateness: Suffix must match functional class/form (see Section 7.1). No unconventional or non-USPS suffixes.
- Theme (Subdivisions): Tracts may use a coherent theme; avoid thematic similarity that introduces phonetic confusion (e.g., Beach/Beech/Peach).
- Uniqueness: Must not duplicate or phonetically resemble existing names within the City or surrounding jurisdictions.

SECTION 8: ADDRESSING FOR PHASED PROJECTS

Phased or master-planned developments must submit a comprehensive Addressing Plan during initial entitlement or final map submittal. The Addressing Plan must show phase boundaries, street layouts, lot or unit configurations, proposed address ranges, and utility meter locations. Address ranges must follow the City's grid-based numbering system and preserve logical sequencing across all phases. Addresses may be issued prior to the assignment of Assessor's Parcel Numbers (APNs) to support:

- Utility coordination (e.g., electric, gas, communications)
- Permit submittals and plan check
- Emergency response planning
- Model home installations or phased sales release

Issued addresses are conditional upon final approval of tract configuration and are subject to modification if phasing changes or final maps are adjusted. Only addresses for the currently active

construction phase will be activated. Developers are responsible for submitting updated plans as phases evolve.

All address numbers must be posted per Section 5 before inspections or occupancy. Address monuments or directional signage are required for any homes or units not directly visible from public streets.

If requested before APNs have been issued, preliminary addresses may be assigned for utility coordination, plan check, and construction phasing. However, APNs or proof of recorded map must be provided prior to formal address confirmation. Only addresses associated with an active construction phase will be activated. The City may modify or reissue addresses if final APNs or phasing plans change. All posted address signage must comply with Section 5 before inspections or occupancy.

SECTION 9: TEMPORARY ROAD CLOSURE

During construction or closures affecting postal delivery, the City coordinates with USPS to establish a safe temporary mail delivery location and notifies affected occupants and agencies. Temporary delivery points shall expire upon restoration of access, and USPS confirmation shall be obtained before closure of the temporary site.

SECTION 10: AGENCY NOTIFICATION

Upon assignment or verification of addresses, the City of Banning shall notify all applicable internal departments and external agencies to ensure consistency across operational, emergency, and utility systems. Notification shall include, but is not limited to:

Internal Departments:

- Banning Electric Utility
- Banning Police Department
- Community Development Department
- Building and Safety Division
- Office of the Fire Marshal
- Planning Division
- Public Works – Engineering Division
- Utility Billing Division

External Agencies:

- Banning Unified School District
- GIS Mapping Systems
- Morongo Fire
- Refuse Service
- Riverside County Assessor's Office
- Riverside County Emergency Communications (Sheriffs)
- Riverside County Registrar of Voters
- Southern California Gas Company
- United States Postal Service (USPS)

These notifications support proper service connection, emergency dispatch readiness, and address validation for public records. Notifications shall be issued concurrently with the address assignment letter to maintain data consistency across systems. City will submit changes to USPS Address Management System (AMS).

SECTION 11: LEGAL INCONSISTENCIES

Legal discrepancies among permitting, GIS, billing or utility records shall be corrected on a from-here-forward basis to avoid disruption of existing services. Corrections shall be applied prospectively (forward fix) and not retroactively where they would disrupt existing utility accounts, postal delivery, or 911 records. Where corrections affect commercial or multi-family properties, the City will coordinate review with Fire, Building and Safety, Public Works, Police, and utilities before finalizing changes. Public safety concerns may warrant immediate correction. Prospective (forward-fix) is preferred. Retroactive renumbering may be used when (a) life-safety is affected, (b) duplication exists on the same blockface, or (c) the wrong parity spans ≥ 3 consecutive lots.

SECTION 12: FEES

All address-related fees shall be charged in accordance with the City's Master Fee Schedule and any other fee schedule(s) adopted by the City Council, including fees established by resolution related to addressing. Fees must be paid at the time of submittal and are non-refundable unless otherwise specified by City Council action.

SECTION 13: DIGITAL SUBMISSION REQUIREMENTS AND SIGNAGE

COMPLAINCE

All applications must include a completed addressing application form provided by the Community Development Department, a site plan and/or floor plan in PDF, and, for multi-unit developments, a breakdown of unit numbering logic, access points, and utility meter locations. Submittals must clearly identify address display locations.

Failure to meet Fire Department visibility and posting standards may delay inspections, utility releases, or occupancy. Incomplete applications will be deemed not accepted and returned with a deficiency list.

Record Gazette
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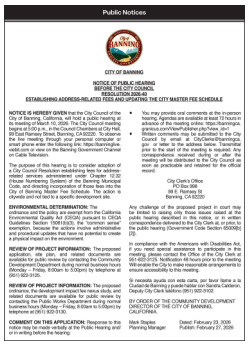

Public Notices

CITY OF BANNING

NOTICE OF PUBLIC HEARING
BEFORE THE CITY COUNCIL
RESOLUTION 2026-40
ESTABLISHING ADDRESS-RELATED FEES AND UPDATING THE CITY MASTER FEE SCHEDULE

NOTICE IS HEREBY GIVEN that the City Council of the City of Banning, California, will hold a public hearing at its meeting of March 10, 2026. The City Council meeting begins at 5:00 p.m. in the Council Chambers at City Hall, 99 East Ramsey Street, Banning, CA 92220. To attend the live meeting through your personal computer or smart phone enter the following link: https://banningfee.webd.com or view on the Banning Government Channel on Cable Television.

The purpose of this hearing is to consider adoption of a City Council Resolution establishing fees for address-related services (Assessment Letter, Change of Ownership, Unique Numbering System) of the Banning Municipal Code, and directing incorporation of those fees into the City of Banning Master Fee Schedule. The action is citywide and not tied to a specific development site.

ENVIRONMENTAL DETERMINATION: The ordinance and the policy are exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3), the "common sense" exemption, because the actions involve administrative and procedural updates that have no potential to create a physical impact on the environment.

REVIEW OF PROJECT INFORMATION: The proposed application, site plan, and related documents are available for public review by contacting the Community Development Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3135.

REVIEW OF PROJECT INFORMATION: The proposed ordinance, the development impact fee nexus study, and related documents are available for public review by contacting the Public Works Department during normal business hours (Monday – Friday, 8:00am to 5:00pm) by telephone at (951) 922-3130.

COMMENT ON THIS APPLICATION: Response to this notice may be made verbally at the Public Hearing and/or in writing before the hearing.

- You may provide oral comments at the in-person hearing. Agendas are available at least 72 hours in advance of the meeting online: https://banningca.granicus.com/ViewPublished.php?view_id=7.
- Written comments may be submitted to the City Council by email at CityClerk@Banningca.gov or letter to the address below. Transmittal prior to the start of the meeting is required. Any correspondence received during or after the meeting will be distributed to the City Council as soon as practicable and retained for the official record.

City Clerk's Office
PO Box 998
99 E. Ramsey St
Banning, CA 92220

Any challenge of the proposed project in court may be limited to raising only those issues raised at the public hearing described in this notice, or in written correspondence delivered to the City Clerk at, or prior to the public hearing (Government Code Section 65009(b)(2)).

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Office of the City Clerk at (951) 922-3135. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Si necesita ayuda con esta carta, por favor llame a la Ciudad de Banning y pueda hablar con Sandra Calderon, Deputy City Clerk Mailbox (951) 922-3102.

BY ORDER OF THE COMMUNITY DEVELOPMENT DIRECTOR OF THE CITY OF BANNING, CALIFORNIA.

Mark Stepke
Planning Manager

Dated: February 23, 2026
Publish: February 27, 2026

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

PHN CC Meeting Addressing fee

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

Feb 27, 2026

Executed on: February 27, 2026

At City of Banning, California

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kaila Yeaman
Signature

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Brandon Smith, Lieutenant** **Vince Avila, Chief of Police**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Making a Determination of Exemption from the California Environmental Quality Act and Conducting the First Reading and Introduction of Ordinance 1622, Amending Chapter 9.09 of Title 9 (Public Peace, Morals, and Welfare) of the Banning Municipal Code to Provide Updated Regulations Governing Camping and Related Activities Within the City of Banning**

RECOMMENDATION:

Introduce and waive first reading, direct the City Clerk to read the ordinance by title only, and Introduce Ordinance No. 1622, entitled:

BACKGROUND:

On April 23, 2024, the City Council of the City of Banning adopted Ordinance 1603 to add a new chapter 9.09 to Title 9 (Public Peace, Morals, and Welfare) of the Banning Municipal Code to provide for regulations governing camping and related activities within the City of Banning. Based on currently available resources within the City of Banning, and the United States Supreme Court decision in Grants Pass v. Johnson, related to camping in public, the City Council has requested amendments to regulations governing camping and related activities.

Ordinance 1622 provides necessary authority to the Banning Police Department and City of Banning Code Enforcement personnel to enforce camping in the City of Banning. The ordinance continues to make camping in public places unlawful, which includes streets, parks, public buildings and grounds, and other public areas in the City. Camping includes, among other things, the use of camp paraphernalia such as tents in combination with sleeping or preparing to sleep. Sleeping, lying, or sitting in public places in and of itself does not constitute camping. This keeps properties readily accessible and available to residents and the public at large. The camping ordinance also makes it unlawful to store personal property in a public place, including camp facilities and camp paraphernalia.

The ordinance updates notification requirements, storage requirements, and protocols for removal of personal property unlawfully stored or found on public places, which is consistent with case law. Personal property includes items such as medication, medical devices, eyeglasses, sanitary sleeping bag or bed roll, tents in reasonably good condition, sanitary/unsoiled clothing, etc.

Sitting, lying, and sleeping in public places that does not meet the definition of camping but is also regulated by the ordinance. No person shall obstruct pedestrian or vehicular traffic by sitting, lying, and

sleeping in a public place or in doorways or entrances or exits to buildings.

Camping on private property without written consent from the property owner in the possession of the person camping is prohibited and, is further regulated under Title 17 of the Banning Municipal Code.

JUSTIFICATION:

City Council established goals include reducing homelessness and improving quality of life for all residents and visitors to the City. With changes to available resources within the city, and clarification of local governments authority to ban sleeping or camping in public places by the United States Supreme Court in Grants Pass v. Johnson, the City Council has requested that necessary amendments to the existing ordinance governing camping, sleeping, and related activities be considered. Ordinance 1622 provides the necessary language to enforce lying, sleeping, and camping throughout the City of Banning.

FISCAL IMPACT:

Enforcement costs are budgeted.

ATTACHMENTS:

1. Ordinance_1622.docx
2. Exhibit A Ordinance 1622 Camping in Public Spaces - Redline.final.docx
3. column_affidavit_1QwwLrNRbQd58tnYwmW8.pdf

ORDINANCE 1622

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 9.09, CAMPING AND RELATED ACTIVITIES OF TITLE 9 PUBLIC PEACE, MORALS, AND WELFARE OF THE BANNING MUNICIPAL CODE TO UPDATE REGULATIONS GOVERNING CAMPING AND RELATED ACTIVITES WITHIN THE CITY OF BANNING, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

WHEREAS, On April 23, 2024, the City Council adopted Ordinance 1603 to add Chapter 9.09 to Title 9 (Public Peace, Morals, and Welfare) to the Banning Municipal Code to provide for regulations governing camping and related activities; and

WHEREAS, in 2024 the United States Supreme Court decision in Grants Pass v. Johnson affirmed a city's right to adopt and enforce generally applicable laws against sleeping or camping on public property;

WHEREAS, the City, in accordance with its police power to protect the public health and welfare, seeks to update its generally applicable ordinance regarding sleeping and camping on public property consistent with the United State Supreme Court's decision in Grants Pass v. Johnson:

NOW THEREFORE, The City Council of the City of Banning does hereby ordain as follows:

SECTION 1. **Incorporation of Recitals**. The recitals set forth above are true, correct, and incorporated herein by this reference.

SECTION 2. **CEQA**. The City Council has independently reviewed and considered the requirements of the California Environmental Quality Act ("CEQA") and has determined that the Municipal Code amendments contained in Section 3 of this Ordinance are exempt from CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines because it can be seen with certainty that there is no possibility that these amendments may have significant effect on the environment.

SECTION 3. **Findings**. The City Council hereby finds and determines that facts exist to approve the amendments to the Banning Municipal Code.

SECTION 4. **Approval**. The City Council hereby approves Ordinance 1622 amending Chapter 9.09, Camping and Related Activities, of Title 9, Public Peace, Morals, and Welfare of the Banning Municipal Code as set forth in Exhibit A, which is attached and incorporated herein by this reference.

SECTION 5. **Effective Date**. The ordinance shall become final and effective thirty (30) days after the adoption of this Ordinance by the City Council as provided by law.

SECTION 6. **Severability**. If any section or provision of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, the remaining sections and/or provisions of this

Ordinance shall remain valid. The City Council hereby declares that it would have adopted this Ordinance, and each section or provision thereof, regardless of the fact that any one or more section(s) or provision(s) may be declared invalid or unconstitutional or contravened via legislation.

SECTION 7. **Certification**. The City Clerk is directed to certify the passage and adoption of this Ordinance; cause it to be entered into the City of Banning's book of original ordinances; make a note of the passage and adoption in the records of this meeting; and, within fifteen (15) days after the passage and adoption of this Ordinance, cause it to be published or posted in accordance with California law.

INTRODUCED AND READ for the first time and ordered posted at a regular meeting of the City Council of the City of Banning, California, held on the 24 day of March, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Banning, California, held on the ____ day of _____ 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

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 Ordinance 1622 was duly introduced at a regular meeting of the City Council of the City of Banning, held on the 24th day of March 2026, and was duly adopted at a regular meeting of said City Council on the 14th day of April 2026, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A

"Chapter 9.09 - CAMPING AND RELATED ACTIVITY

9.09.010 - Unlawful camping in public places.

A. Findings and purpose.

1. The streets, parks, public buildings and grounds, and other public areas in the city should be readily accessible and available to residents and the public at large. Public property within the city is not specifically designed for the purpose of camping and so does not have the facilities necessary to protect the property from overuse and unsanitary conditions potentially injurious to public health.

2. Public streets, sidewalks, and walkways are created and maintained for the primary purposes of enabling pedestrians and vehicles to safely and efficiently move about from place to place, facilitating deliveries of goods and services and providing all potential customers and visitors with convenient access to goods and services, as well as a place to recreate and engage in free public speech in shared civic space.

3. The use of public property for camping purposes interferes with the rights of others to use the areas for the purposes for which they were intended, such as transportation, municipal operations, recreation, and open space.

4. Camping activities may constitute a public health and safety hazard when conducted without the proper security, sanitary facilities and precautions. The necessity to clean up, repair, or remediate public property that has been used for unlawful camping may result in substantial costs to the public.

5. Pedestrians, particularly elderly, disabled, and vision-impaired, are put at increased risk when they must see and navigate around individuals sitting or lying upon the public sidewalk.

6. There is no specific site or sites that should be designated for camping because it is the experience of the city and other municipalities that sites where camping is continuous or camping populations are numerous become public health, environmental degradation, and policing problems.

7. Designated open space contains ecologically sensitive habitats, including many protected plant and wildlife species, as well as fresh water supplies. Except as provided for in this section, human presence in open space other than on designated trails can seriously damage or destroy these habitats as well as increase the risk of wildfire danger.

8. Certain public lands within the city's geographical boundaries pose significant health and safety hazards to people who make shelter or stay overnight in these areas.

9. It is the obligation of the city to keep its public property and public rights-of-way clean and available for public use, and to protect the public health, safety, and access by city constituents.

10. The city is committed to protecting the life, health, and safety of its residents and all people within the city's geographical boundaries.

11. The purpose of this section is to maintain public places within the city in a clean and accessible condition, to prevent the accumulation of trash and debris and to reduce the risk of both structural and brush fires.

12. This section shall not be interpreted to criminalize any person based on their status as a homeless individual.

13. The city council is committed to protecting the rights of individuals who cannot obtain shelter and to treating their personal property with respect and consideration.

B. Definitions. As used in this section:

1. "Camp" means to pitch or occupy camp facilities; or to use camp paraphernalia, for the purpose of occupancy, habitation, or sheltering for survival in an outdoor area, and in such a way as will facilitate sleeping or storage of personal belongings, carrying on cooking activities, taking measures to keep protected from the elements including heat and cold, or any of these activities in combination with one another or in combination with either sleeping or making preparations to sleep. The act of sleeping on its own does not constitute camping.

2. "Camp facilities" include, without limitation, tents, huts, lean-tos, vehicles, vehicle camping outfits, unapproved shacks or temporary shelters, cook stoves or fire pits, however constructed.

3. "Camp paraphernalia" includes, without limitation, tents or tent-like structures, cots, hammocks, sleeping bags, bedrolls, blankets, personal cooking facilities, and similar equipment.

4. "Open space" means any parcel or area of land or water that is essentially unimproved and devoted to an open space use, and which is designated on the local open space plan as any of the following: (a) for the preservation of natural resources; (b) for the managed production of resources; (c) for outdoor recreation; (d) or public health and safety.

5. "Public place" means property owned, held, or leased by a public entity or agency, improved or unimproved, and includes, without limitation, open space, parks, plazas, parking lots, highways, streets, bridges, alleys, driveways, sidewalks, walkways, or other public rights-of-way.

6. "Store" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.

C. Camping in a public place.

Unless authorized by permit or other applicable law, it shall be unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia in, on, or under any public place regardless of the time of day, except as otherwise provided in this chapter.

D. Unlawful storage of personal property in a public place. It shall be unlawful and a public nuisance for any person to store personal property, including camp facilities and camp paraphernalia, in any public place, except as otherwise provided by this code, or except by written permission of the property owner. Nothing herein shall be construed to allow storage where otherwise prohibited by this code.

E. Property removal. City designated personnel, including City Code Enforcement and Police Officers, or other authorized contractors may remove personal property unlawfully stored or found in or on public places as outlined in subsection (D) of this section or found in an unlawful encampment as follows:

1. The location of any personal property including camp facilities and camp paraphernalia shall be noticed as follows:

"It is illegal to store personal property in or on a public place.. If this personal property is not removed within 48 hours of the date of this posting, THE PERSONAL PROPERTY SHALL BE DEEMED INTENTIONALLY ABANDONED AND SUBJECT TO REMOVAL AND DESTRUCTION."

The notice shall include the anticipated time and date of removal, and information on how unattended belongings may be retrieved, and the date by which they must be claimed. The notice may also include information on services, including shelter, that are immediately available to persons camping or occupying camp facilities.

2. City personnel may remove any personal property unlawfully stored or remaining in or on a public place after the 48-hour posting period has expired. No removal operations shall begin earlier than the date and time posted on the notice. If the removal does not begin within two days of the date written on the notice, a new notice must be posted a minimum of 48 hours before removal operations may begin.

3. Any person who returns to a camp or any camp facility during removal proceedings shall be allowed to remove their personal property from the site. Personal property left behind will be deemed abandoned.

4. Personal property which has been clearly abandoned, poses an imminent threat to public health or safety, may result in pollutants entering storm drains or other discharge into water in violation of Section 13.24.090 of this code, is contraband, or which is evidence of a crime shall not be subject to the above notice requirements and shall be removed immediately by city personnel or police and stored or destroyed according to the provisions below.

F. Personal belongings removed pursuant to Subsection (E) that are not a health or safety hazard shall be collected and stored for not less than 60 days as provided for herein.

1. "Personal belongings" includes:

a. items of apparent value of $50 or more;
b. items of apparent personal value, including, but not limited to: eyeglasses, operational wheelchairs, walkers, crutches, other medical equipment, backpacks, photographs, and identification (such as a driver's license, passports, or other state or federally issued identification cards).

2. Items that constitute a health and safety risk and that will not be collected include, but are not limited to:

a. Toxic sharps: needles, scissors, knives.
b. Chemicals: bleach, paint, oils, etc.
c. Items (including bedding and clothing) soiled by infectious materials, including human waste and bodily fluids.
d. Moldy, mildewed items.
e. Items that may be infested by rodents and insects: rats, mice, fleas, lice, bed bugs.
f. Items that pose a risk of fire or explosion, combustibles and propane tanks; any item containing fuel or corrosives or other unidentified liquids.
g. Backpacks that have been determined to contain items listed in (a)-(f) above or (3) below will be discarded.
h. If personal belongings are co-mingled or littered with needles, human waste, or other health risks, the entire pile of belongings may be disposed of.

3. Bulky items such as mattresses and sheds, perishable items such as food, controlled substances, contraband, and trash or debris will not be collected and stored. Contraband and controlled substances should be handled by trained professionals and consistent with applicable law.

4. At the time of removal of unlawfully stored or remaining personal belongings, city personnel shall conspicuously post and date a notice either at the exact location from which the personal belongings were removed or at another nearby location giving the following information.

   a. A list of personal belongings removed;

   b. A telephone number for information on retrieving personal belongings;

   c. An address where the personal belongings are temporarily stored; and

   d. The length of time during which the personal belongings may be claimed.

5. Following removal of unlawfully stored or remaining personal belongings, city personnel shall photograph the items, collectively or individually, and store such personal belongings in an area designated by the city for a period of sixty days.

6. Personal property stored by the city, which is claimed within sixty days from removal, shall be released to the person claiming ownership provided the person identifies the property and the approximate location where the property was left.

7. Disposition of property.

   a. Property that remains unclaimed after sixty days may be dedicated for public use or may be given to a local nonprofit agency for charitable use.

   b. All other unlawfully stored or found personal property which remains unclaimed after sixty days is deemed intentionally abandoned and may be abated and destroyed.

8. Nothing in this Section shall be construed to limit or prohibit City officials from enforcing any other city or state laws, including, but not limited to, laws governing use of controlled substances or weapons, fire code, and public nuisance laws.

9.09.020 - Sitting, lying, sleeping in public places.

A. Findings and purpose.

1. Public streets, sidewalks, and walkways are created and maintained for the primary purposes of enabling pedestrians and vehicles to safely and efficiently move about from place to place, facilitating deliveries of goods and services and providing all potential customers and visitors with convenient access to goods and services, as well as a place to recreate and engage in free public speech in shared civic space.

2. Except as provided for in this section, sitting or lying on public streets, sidewalks, or walkways interferes with the primary purposes of the public street, sidewalk, or walkway, threatens public safety, and damages the public welfare.

3. Pedestrians, particularly the elderly, disabled, and vision-impaired, are put at increased risk when they must see and navigate around individuals sitting or lying upon the public sidewalk.

4. In some circumstances, people sitting or lying on sidewalks deter many members of the public from frequenting those areas. This, in turn, contributes to an erosion of the essential economic viability of those areas. Business failures and relocations can cause vacant storefronts contributing to a spiral of deterioration and blight, which harms the public health, safety, and welfare.

5. There are numerous other places within the city where sitting can be accommodated without unduly

interfering with the safe flow of pedestrian traffic, impairing commercial activity, threatening public safety, or harming the public welfare. These other places include city parks, numerous public benches and other seating facilities, plazas, portions of sidewalks not intensively used by pedestrians, common areas open to the public and private property with the permission of the property owner.

6. The city recognizes that there is a fundamental need to sleep and desires to accommodate that need while also satisfying the needs of the general public to travel freely and safely throughout the city.

7. The limited regulation of sitting or lying down on sidewalks is both reasonably necessary and appropriately balances the public interest and individual rights.

8. Designated open space contains ecologically sensitive habitats, including many protected plant and wildlife species, as well as fresh water supplies. Except as provided for in this section, human presence in open space, other than on designated trails, can seriously damage or destroy these habitats as well as increase the risk of wildfire danger.

B. Definitions. As used in this section:

1. "Obstruct pedestrians or vehicular traffic" means to obstruct or impede passage by another person or a vehicle, or to require another person or a driver of a vehicle to take evasive action to avoid physical contact.

2. "Public place" means public property, including, without limitation, publicly owned parking lots and driveways, highways, streets, bridges, alleys, sidewalks, walkways, and city-owned areas generally accessible to the public.

C. Prohibited conduct.

1. No person shall obstruct pedestrian or vehicular traffic by sitting or lying in a public place or in doorways or entrances or exits to buildings.

2. No person shall be permitted to sleep in a public place at any time, unless otherwise permitted by this Chapter.

3. No person shall be permitted to sleep in any open space, as defined in subsection (B)(4) of Section 9.09.010.

4. Except as otherwise permitted under Title 17 of this code, it is unlawful for any person to sleep between 6:00 AM. and 10:00 P.M. in any vehicle parked in or upon any public place or in or upon any privately owned parking area used for parking of customers of any business enterprise without the written consent of the owner of such business enterprise.

D. Exceptions. The prohibitions set forth in subsection (C) of this section shall not apply to:

1. Persons operating or patronizing a commercial establishment conducted on the public sidewalk pursuant to an applicable, valid permit; or person participating in or attending a parade, festival, performance, rally, demonstration, meeting or similar event conducted in a public place;

2. Any conduct that is in conformity with the terms of any permit granted pursuant to this code; or

3. Persons patronizing dining establishments with seating areas in the public right-of- way, who have been permitted pursuant to this code.

E. Picketing or protesting. It is not the intent of this section to prohibit protesting, picketing, demonstrating,

signature gathering, voter registration, leafleting, or any other lawful activity permitted under the laws of the United States of America, State of California, or by the National Labor Relations Act in connection with a labor dispute.

9.09.030 -Camping on private property.

A Except as otherwise provided in this section, it shall be unlawful and a public nuisance for any person to camp, occupy camp facilities, or use camp paraphernalia in, on, or under any private property within the city or to start or maintain an open fire on private property in violation of the Fire Code.

B. Except as otherwise provided in this subsection, this section shall not apply to persons camping upon their own land or to persons camping with the written consent of the owner of the land; provided, that such written consent is in their possession at the time and is shown upon demand of any peace officer and is not otherwise prohibited by Title 17 of this code. Irrespective of any written consent provided by the owner of the land, no person shall camp, or permit to camp, on private property for a period of time exceeding seven consecutive days without an interruption of at least five consecutive non-camping days. For purposes of this section, camping for any portion of a day shall count as a full camping day.

C. This section shall not apply to persons lawfully camping within campgrounds or trailer parks approved pursuant to Title 17 of this code, or to any permitted or otherwise lawful special event, nor shall it be construed to waive or preempt any requirement or authorization provided under Title 17 of this code."

9.09.040 - Severability.

If any provision of this chapter is rendered illegal, invalid, or unenforceable, all other parts of this chapter shall remain in full force and effect.

Record Gazette
Your Community. Your Newspaper.

AFFIDAVIT OF PUBLICATION

Record Gazette
218 N. Murray St., Banning, CA 92220

Proof of Publication
(2015.5 C.C.P.)

Pre Adoption Summary Ordinance 1622

State of California)
County of Riverside) SS.

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above matter. I am the principal clerk of the printer and publisher of Record Gazette, a newspaper published in the English language in the City of Banning, County of Riverside, and adjudicated a newspaper of general circulation as defined by the laws of the state of California by the Superior Court of the County of Riverside, under the date October 14, 1966, Case No. 54737.
That the notice, of which the annexed is a copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

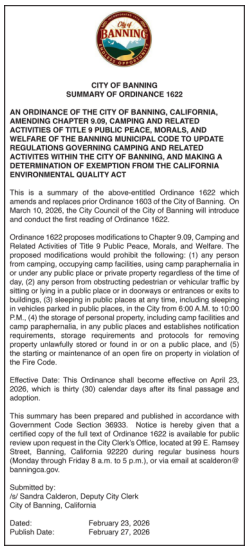
Feb 27, 2026

Executed on: February 27, 2026

At City of Banning, California

I ceritfy (or declare) under penalty of perjury that the foregoing is true and correct.

Kaila Yeaman
Signature



CITY OF BANNING
SUMMARY OF ORDINANCE 1622

AN ORDINANCE OF THE CITY OF BANNING, CALIFORNIA, AMENDING CHAPTER 9.09, CAMPING AND RELATED ACTIVITIES OF TITLE 9 PUBLIC PEACE, MORALS, AND WELFARE OF THE BANNING MUNICIPAL CODE TO UPDATE REGULATIONS GOVERNING CAMPING AND RELATED ACTIVITES WITHIN THE CITY OF BANNING, AND MAKING A DETERMINATION OF EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

This is a summary of the above-entitled Ordinance 1622 which amends and replaces prior Ordinance 1603 of the City of Banning. On March 10, 2026, the City Council of the City of Banning will introduce and conduct the first reading of Ordinance 1622.

Ordinance 1622 proposes modifications to Chapter 9.09, Camping and Related Activities of Title 9 Public Peace, Morals, and Welfare. The proposed modifications would prohibit the following: (1) any person from camping, occupying camp facilities, using camp paraphernalia in or under any public place or private property regardless of the time of day, (2) any person from obstructing pedestrian or vehicular traffic by sitting or lying in a public place or in doorways or entrances or exits to buildings, (3) sleeping in public places at any time, including sleeping in vehicles parked in public places, in the City from 6:00 A.M. to 10:00 P.M., (4) the storage of personal property, including camp facilities and camp paraphernalia, in any public places and establishes notification requirements, storage requirements and protocols for removing property unlawfully stored or found in or on a public place, and (5) the starting or maintenance of an open fire on property in violation of the Fire Code.

Effective Date: This Ordinance shall become effective on April 23, 2026, which is thirty (30) calendar days after its final passage and adoption.

This summary has been prepared and published in accordance with Government Code Section 36933. Notice is hereby given that a certified copy of the full text of Ordinance 1622 is available for public review upon request in the City Clerk's Office, located at 99 E. Ramsey Street, Banning, California 92220 during regular business hours (Monday through Friday 8 a.m. to 5 p.m.), or via email at scalderon@banningca.gov.

Submitted by:
/s/ Sandra Calderon, Deputy City Clerk
City of Banning, California

Dated: February 23, 2026
Publish Date: February 27, 2026

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Lisa Rossi, Human Resources Director**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-48, Authorizing the Appointment of Retired Annuitant Matthew Bassi as Interim Community Development Director**

RECOMMENDATION:

Adopt Resolution 2026-48

BACKGROUND:

Following Community Development Director David Newell's recent resignation, the City has begun a formal recruitment process to fill the vacancy. Given Mr. Newell's extensive involvement in key municipal projects, Human Resources partnered with staff and specialized firms to secure a retired annuitant. This interim lead will provide essential guidance and departmental support while a permanent successor is found. A recruitment is underway and a permanent appointment is anticipated to be in place prior to June 30, 2026.

In mid-February, the City identified Mr. Matthew Bassi to fill the vacant Community Development Director position on an interim basis while the recruitment for a permanent appointment continues. Mr. Bassi is a highly qualified CalPERS retiree with over 40 years of distinguished experience in city management and municipal planning. It is anticipated that Mr. Bassi will officially assume the role of Interim Community Development Director on March 25, 2026.

Pursuant to Government Code section 21221(h), the City is permitted to make limited-term appointments of CalPERS retirees to temporary positions, provided they adhere to requirements regarding compensation, duration, and hour limitations. In accordance with these guidelines, Mr. Bassi is restricted to an aggregate of 960 hours per fiscal year across all CalPERS contracting agencies. His appointment ensures that the Community Development Department remains under expert leadership during this pivotal transition period.

Staff recommends that the City Council approve by Resolution the limited-term appointment of Matthew Bassi as Interim Community Development Director, while the city continues to aggressively recruit for a permanent appointment.

JUSTIFICATION:

The resolution for Interim Vacant Retired Annuitant under Gov. Code section 21221(h), is for CalPERS retirees hired to work in a vacant position while the employer recruits for a permanent replacement, such as an interim city manager, interim police or fire chief, interim department head, or any other unique managerial or executive position. An open recruitment to fill the vacancy with a permanent replacement is required to appoint a retiree. A retiree can only be appointed once to a vacant position. A retiree must reinstate from retirement to be employed in any regular staff position which includes any permanent positions including full time, part time, seasonal, limited term, permanent intermittent, exempt from membership, or any other type of temporary or periodic regular staff position.

FISCAL IMPACT:

Mr. Bassi will be paid an hourly rate of $103.68, representing the top-step equivalent for the Community Development Director position, for a total of $62,208. This expenditure will be covered by salary savings resulting from current department vacancies. He is not entitled to any additional compensation, benefits, vacation, or holidays.

ATTACHMENTS:

1. Resolution_2026- Matthew Bassi 032426.docx
2. Bassi_Matthew_Final_Offer_of_Employment_032526.doc

RESOLUTION 2026-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPOINTING MATTHEW BASSI AS AN INTERIM COMMUNITY DEVELOPMENT DIRECTOR

Government Code Section 21221(h)

WHEREAS, Government (Gov.) Code section 21221(h) of the Public Employees' Retirement Law permits the governing body to appoint a CalPERS retiree to a vacant position requiring specialized skills during recruitment for a permanent appointment, and provides that such appointment will not subject the retired person to reinstatement from retirement or loss of benefits so long as it is a single appointment that does not exceed 960 hours in a fiscal year; and

WHEREAS, the Banning City Council desires to appoint Matthew Bassi as an interim appointment retired annuitant to the vacant position of Community Development Director for the City of Banning under Gov. Code section 21221(h), effective March 25h, 2026; and

WHEREAS, the City Council, the City of Banning and Matthew Bassi certify that Matthew Bassi has not and will not receive a Golden Handshake or any other retirement-related incentive; and

WHEREAS, an appointment under Gov. Code section 21221(h) requires the retiree is appointed into the interim appointment during recruitment for a permanent appointment; and

WHEREAS, the governing body has authorized the search for a permanent appointment as of; and

WHEREAS, this Gov. Code section 21221(h) appointment shall only be made once and therefore will end on June 30th, 2026; and

WHEREAS, the entire employment agreement, contract or appointment document between Matthew Bassi and the City of Banning has been reviewed by this body and is attached herein; and

WHEREAS, the compensation paid to retirees cannot be less than the minimum nor exceed the maximum monthly base salary paid to other employees performing comparable duties, divided by 173.333 to equal the hourly rate; and

WHEREAS, the maximum base salary for this position is $215,650.48 and the hourly equivalent is $103.68; the minimum base salary for this position is $159,401.34 and the hourly equivalent is $76.64; and

WHEREAS, the hourly rate paid to Matthew Bassi will be $103.68; and

WHEREAS, Matthew Bassi has not and will not receive any other benefit, incentive, compensation in lieu of benefit or other form of compensation in addition to this hourly pay rate; and

THEREFORE, BE IT RESOLVED THAT the City Council hereby certifies the nature of the employment of Matthew Bassi as described herein and detailed in the attached employment

agreement / contract / appointment document and that this appointment is necessary to fill the critically needed position of Community Development Director for the City of Banning by March 25th, 2026, because the need for management level support continues to exist while the Community Development Director recruitment remains open.

SECTION 1. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution.

SECTION 2. The City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2026.

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 2026-48, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

Exhibit A
Letter of Employment – Matthew Bassi

City of Banning

Human Resources and Risk Management

March 11th, 2026

Subject: **Final Offer of Employment – Interim Community Development Director (Retired Annuitant)**

Dear Mr. Bassi,

CalPERS allows retirees receiving a pension to return to work in a limited capacity as a Retired Annuitant. A retired annuitant is a CalPERS retiree, who works as an at-will employee of a CalPERS employer, with certain restrictions to avoid jeopardizing their retirement pension payments. Under Gov. Code section 21221, subdivision (h) (hereinafter "Gov. Code section 21221(h)"), a contracting agency is permitted to use a Retired Annuitant to fill a vacant position on an interim basis while recruiting for a permanent appointment. This appointment is being made as an emergency appointment to prevent a stoppage of public business.

Below is the position and pay information for this special assignment, as well as further rules and requirements for working as a retired annuitant.

Position:	**Retired Annuitant – Interim Community Development Director**
Salary Grade:	D01, Step 13
Salary Range:	$103.6781/hr.
Start Date:	March 25th, 2026
Maximum Hours:	No more than 40 hours per week
Report to:	Elizabeth Gibbs, City Manager

This position is an at-will, temporary position until tentative June 30, 2026.

As a retired annuitant:

- You do not accrue service credit or any additional retirement benefits from employment.
- You must have a Limited-Duration work period. You may not exceed 960 hours in a fiscal year (July 1 through June 30) for employment with all CalPERS employers combined. **There are no exceptions to this limit.** Your hours will reset each July 1st, and you can work another 960 hours for the new fiscal year. Your employment should terminate when the limited duration work you were hired to perform is completed.
- You cannot be employed in any regular staff position such as "seasonal", "permanent intermittent" or any other "temporary" position other than a retired annuitant position.
- You also cannot receive any benefit, incentive, compensation in lieu of benefits, or other form of compensation in addition to the hourly pay rate. For example, longevity compensation, sick leave or vacation benefits cannot be provided to a retired annuitant.

- You cannot be appointed as a retired annuitant if you received unemployment insurance payments for prior retired annuitant work for any CalPERS employer within 12 months prior to your appointment date. Upon accepting employment, you must certify in writing to the employer that you comply with this requirement.

We are excited to welcome you to the City of Banning. We do require your signature to indicate your acknowledgement of the retired annuitant requirements. Please feel free to contact Lisa Rossi via email at lrossi@banningca.gov or by telephone at (951) 922-3179 with any questions.

Sincerely,

Elizabeth Gibbs
City Manager

ACKNOWLEDGEMENT:

I HAVE READ AND UNDERSTAND THE CONTENTS OF THIS LETTER AND ACCEPT THIS POSITION WITH THE STIPULATIONS CONTAINED HEREIN.

_____
Name (please print)

_____ _____
Signature Date

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Parks and Recreation Appointment for Position 1, term ending January 31, 2029**

RECOMMENDATION:

Appoint applicant to fill vacancy in Position 1 on the Parks and Recreation Commission

BACKGROUND:

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

The Banning Municipal Code Section 2.40.030 requires applications be made available and vacancies announced at least two months prior to the vacancy. The Parks and Recreation vacancy was advertised on the City's website and across social media platforms starting on February 1 2026. Public Notice was published in the Record Gazette on February 6, 2026. The deadline to submit an application was Friday, February 27, 2026.

JUSTIFICATION:

One application was received for the Parks and Recreation vacancy and is up for consideration:

- Ashley Brummitt

The candidate will be interviewed in a Special Meeting - Workshop on March 24, 2025 beginning at 4:00 p.m. Staff recommends that the City Council appoint a member to the Parks and Recreation Commission.

FISCAL IMPACT:

Reopening the recruitment and maintaining vacancies on the Parks and Recreation Commission may further delay projects across the City.

ATTACHMENTS:

1. Ashley Brummit_P&R Commission App_Redacted.pdf
2. Banning__CA_Code_of_Ordinances_2.40.pdf
3. 2026 02 01_Public Notices - PRC Vacancy (3).pdf

RECEIVED
FEB 06 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PARKS AND RECREATION COMMISSION

This application is to fill **one immediate vacancy** on the Parks and Recreation Commission. The term of office for both positions will begin immediately and will expire on January 31, 2029. The Parks and Recreation Commission meets monthly on the **Third Wednesday** of each month, except July and August, beginning at 6:00 p.m. **Applications are due to the Office of the City Clerk no later than Friday, February 28, 2026 at 5:00 p.m.**

Name Ashley Brummitt

Phone [redacted]

Email Address

Address

Are you currently employed? ☒ Yes ☐ No

Position Administrative Assistant Company MSA Consulting, Inc.

Length of Residency in Banning 1 year

Are you a registered voter? ☒ Yes ☐ No

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

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

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

I bring a background that blends administrative coordination, leadership, and community-focused service. I hold a Bachelor of Arts in Intercultural Studies, which shaped my ability to work effectively with people from diverse backgrounds and to consider equity and accessibility in shared community spaces. I also hold a Health Coaching certification, which informs my interest in wellness, recreation, and the important role parks and recreation programs play in supporting physical and mental health for residents of all ages.

I currently work as an Administrative Assistant in the Engineering Department at MSA Consulting, Inc., where I support multiple project managers and provide administrative and project coordination for a busy civil engineering department. My responsibilities include preparing and tracking plan submittals to city, county, and utility agencies; coordinating documentation; preparing meeting agendas and notes; and following up on agency reviews. This role has given me practical insight into how public projects are reviewed, coordinated, and implemented, as well as the importance of clear communication and collaboration between agencies, staff, and the public. Prior to this position, I held management roles in the hospitality industry, overseeing operations, staffing, scheduling, payroll, and customer experience, which strengthened my organizational skills and my ability to respond thoughtfully to community needs.

I moved to Banning one year ago and see it as my long-term home. As a parent of a young family, I am invested in the future of the city and the quality, accessibility, and safety of its parks and recreational spaces. I am motivated to serve on the Parks and Recreation Commission as a way to give back to the community, support inclusive and family-friendly programming, and help ensure that Banning continues to grow in a way that benefits current residents and future generations.

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

I would bring a combination of organizational strength, collaborative problem-solving, and a community-centered perspective to the commission. My professional background requires me to manage multiple priorities, track complex details, and follow projects through from initiation to completion, which aligns well with the advisory and oversight responsibilities of a commission role. I am detail-oriented, dependable, and comfortable working within established processes while still looking for opportunities to improve efficiency and communication.

I also bring strong interpersonal and listening skills developed through years of public-facing leadership roles. Managing teams and serving diverse communities has taught me how to balance differing viewpoints, remain calm and respectful in challenging situations, and make thoughtful decisions that consider both operational realities and human impact. I value collaboration and believe productive outcomes come from open dialogue, clear communication, and mutual respect.

Finally, as a relatively new but long-term resident of Banning with a young family, I bring both fresh perspective and deep personal investment in the city's future. I am especially mindful of how parks and recreation programs affect families, children, and overall community well-being. I would approach this role with care, preparation, and a genuine commitment to serving the community in a way that supports inclusive access, long-term sustainability, and quality of life for residents.

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

I am interested in serving on the Parks and Recreation Commission because parks and recreation programs play a vital role in building healthy, connected communities—especially in a city experiencing rapid growth. With approximately 7,000 new homes and families expected in Banning over the next 5–10 years, the city has a unique opportunity and responsibility to plan thoughtfully for this growth. Parks and recreational spaces, programs, and events can serve as essential tools for welcoming new residents, fostering connections between long-term and incoming families, and creating a stronger, more engaged community overall. As a parent of a young family, I see firsthand how accessible, safe, and well-maintained parks provide spaces for children to play, families to gather, and neighbors to connect.

Through my professional experience in administrative coordination and project support, I have developed an appreciation for proactive planning, clear processes, and collaboration between departments and agencies. I am particularly interested in supporting efforts that anticipate future needs rather than reacting to growth after the fact—whether that means long-term maintenance, equitable access, or programming that serves residents of all ages. Thoughtful Parks and Recreation planning can help ensure that as Banning grows, recreational spaces and programs grow alongside it, creating opportunities for inclusive engagement and stronger community ties.

During my term of service, I hope to contribute to forward-looking initiatives that help Banning capitalize on its growth while preserving the qualities that make it a welcoming place to live. I am motivated to support family-friendly, wellness-oriented, and inclusive parks and recreation programs, and to help ensure that the city is prepared to serve a growing population both now and in the years to come. Above all, I hope to be a thoughtful, engaged, and collaborative commissioner who listens to residents and works constructively with staff and fellow commissioners to advance a vision for vibrant, well-planned, and community-focused parks and recreational resources.

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

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

Return by: **Friday, February 28, 2026**
5:00 p.m.

Or email to: cityclerks@banningca.gov

Remember to sign your application.

Ashley Brummitt

Signature

02-06-2026

Date

2.40.010 - Established—Purpose.

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

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

2.40.020 - Advisory agency designated—Powers and duties.

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

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

2.40.030 - Appointment of members.

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

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

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

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

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

2.40.040 - Conduct of meetings.

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

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

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

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

PUBLIC NOTICE
CITY OF BANNING
PLANNING COMMISSION

The City of Banning is accepting applications to fill one immediate vacancy on the City of Banning Parks & Recreation Commission. The term of office will begin immediately and run through January 31, 2029.

This is a volunteer position on a Commission that meets on the **third Wednesday of each month beginning at 6:00 P.M.** You must be a registered voter in the City of Banning to qualify. All applicants must successfully complete a background investigation with fingerprinting before appointment. The application for this position is available on the City's website at http://banning.ca.us/607/Parks-Recreation-Commission.

The deadline to submit your application to the City Clerk's Office is **Friday, February 28, 2026 at 5:00 P.M.** Submit to the City Clerk's Office, PO Box 998, Banning, CA 92220 or by emailing your signed application to cityclerks@banningca.gov.

/s/Sandra Calderon, Deputy City Clerk
City of Banning, California

Dated: February 1, 2026
Publish: February 6, 2026

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Planning Commission Appointments for Positions 1 & 2, terms ending January 31, 2029**

RECOMMENDATION:

Appoint up to two applicants to fill two vacancies in Positions 1 & 2 on the Banning Planning Commission

BACKGROUND:

The Planning Commission's rules and responsibilities are governed by Chapter 2.28 of the Municipal Code. The Commission's two main functions are to review land development applications for compliance with the Zoning Code and to make recommendations to the City Council regarding large projects and changes to the General Plan or Zoning Ordinance.

The Banning Municipal Code Section 2.28.020 requires applications be made available and vacancies announced at least two months prior to the vacancy. The Planning Commission vacancies were advertised on the City's website and across social media platforms starting on February 1 2026. Public Notice was published in the Record Gazette on February 6, 2026. The deadline to submit an application was Friday, February 27, 2026.

JUSTIFICATION:

Five applications were received for the Planning Commission vacancies and are up for consideration:

- Leslie Evans
- Ashley Brummitt
- Christopher Romash
- Nicole Coutee
- Tia Valdiserri

The candidates will be interviewed in a Special Meeting - Workshop on March 24, 2025 beginning at 4:00 p.m. Staff recommend appointing two members to the City's Planning Commission from among these applicants.

FISCAL IMPACT:

Reopening the recruitment and maintaining vacancies on the City's Planning Commission may further delay projects across the City.

ATTACHMENTS:

1. Plannning Commission Applications_Redacted.pdf

2. Banning__CA_Code_of_Ordinances_Section_2.28.pdf
3. 2026 02 01_Public Notices_Planning Commission Vacancy (2).pdf

RECEIVED
FEB 05 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

This application is to fill two vacancies on the City of Banning Planning Commission. The term of office will begin upon appointment and will expire on January 31, 2029. The Planning Commission meets monthly on the **First Wednesday** of each month at 5:30 p.m. **Applications are due to the City Clerk's Office no later than Friday, February 28, 2026.**

Name Leslie Evans

Phone [redacted]

Email Address

Address

Are you currently employed? ☒ Yes ☐ No

Position CEO/Founder Company With Open Arms Inc.

Length of Residency in Banning 10 months

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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

I am the CEO and Founder of With Open Arms Inc., a 501c3, where I oversee the full operations of the organization, including strategic planning, policy development, financial oversight, and organizational decision-making. I work closely with public agencies and community partners, and my role requires balancing regulatory requirements, long-term planning, and accountability to the communities we serve.

I also serve as the Housing Department Program Manager at Foothill AIDS Project. In this role, I oversee housing programs that operate within local and state regulations. I regularly review detailed reports, assess capacity and resources, and work within planning and compliance requirements to ensure programs are effective and sustainable.

In addition, I serve on the Inland Empire HIV Planning Council for the 2024 - 2026 term. This role involves participating in regional planning discussions, reviewing data, and working with diverse stakeholders to make decisions that impact service delivery and resource allocation across multiple jurisdictions.

2. What types of major issues should the Planning Commission deal with?

The Planning Commission should focus on decisions that shape how people live and work in Banning. This includes housing availability, access to basic services, infrastructure and traffic, and how residential and commercial areas function together.

Planning should be practical and forward looking. The city needs housing options that fit the community, services residents can access locally, and development that supports long-term stability. The Commission should ensure growth is intentional, aligned with the City's General Plan, and responsive to current and future needs.

Transparency and consistency are also critical. Residents should understand how and why decisions are made and feel that their input is considered throughout the process.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

One of the most significant challenges facing the City of Banning is the lack of local services and commercial activity that generate revenue and support city operations. Limited access to grocery stores, gas stations, housing options, and employment opportunities affects residents' daily lives and results in economic leakage when residents must leave the city to meet basic needs. This limits the city's ability to reinvest in infrastructure, schools, public safety, and community services.

Another challenge is ensuring that growth is coordinated with infrastructure and transportation capacity. Development that is not well-planned can strain existing systems and increase long-term costs for the city and residents. Careful planning is necessary to ensure that new development contributes positively rather than creating additional financial burdens.

These challenges also present opportunities. By guiding development that brings essential services and well-located housing into the city, Banning can strengthen its tax base while improving quality of life for residents. Clear zoning standards, consistent design expectations, and coordination between city departments can help ensure development is appropriately scaled, financially sustainable, and compatible with surrounding neighborhoods.

These issues can be addressed through adherence to the City's General Plan, thorough review of development proposals, and planning decisions that consider both immediate community needs and long-term fiscal responsibility. A balanced approach to growth can help stabilize the city's finances while ensuring Banning remains a community where residents can live, work, and access essential services locally.

Additional Information about this Position

Per City of Banning Municipal Code Chapter 2.28, proof of residency shall be submitted at time of application to the Commission through voter registration or a utility bill at a physical address within city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served. Applicants will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed. Please note that this a volunteer position. Members shall disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment. Planning Commission shall hold no other municipal office in the city. Members may not be employees of the city.

Per City of Banning Resolution 2012-67, you will be required to submit to a criminal background investigation, to include LiveScan fingerprinting, prior to appointment.

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

Return by: **Friday, February 28, 2026** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Leslie Evans

Signature

2/4/2026

Date

RECEIVED
FEB 06 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

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Name: Ashley Brummitt

Phone: [redacted]

Email Address: [redacted]

Address: [redacted]

Are you currently employed? ☒ Yes ☐ No

Position: Administrative Assistant Company: MSA Consulting, Inc.

Length of Residency in Banning: 1 year

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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

I bring a background that combines administrative coordination, project support, and community-focused service. I hold a Bachelor of Arts in Intercultural Studies, which shaped my ability to work thoughtfully with people from diverse backgrounds and to consider equitable outcomes in community planning and policy decisions. I also hold a Health Coaching certification, reflecting my interest in wellness, public spaces, and the role thoughtful planning plays in supporting healthy, vibrant communities.

I am currently an Administrative Assistant in the Engineering Department at MSA Consulting, Inc., where I support multiple project managers and provide administrative and project coordination for a busy civil engineering department. My work includes preparing and tracking plan submittals to city, county, and utility agencies; coordinating documentation; preparing meeting agendas and notes; and following up on agency reviews. Because the Engineering Department typically implements projects after they move through the Planning Department, I also periodically assist the Planning team, which has given me direct exposure to planning review, approval processes, and interdepartmental coordination. This experience provides practical insight into how projects progress from concept to execution, the importance of clear documentation, and the collaborative work required between agencies, staff, and the public. Prior to this role, I held management positions in the hospitality industry, overseeing operations, staffing, budgets, and customer service, which strengthened my organizational skills and ability to respond thoughtfully to community needs.

I moved to Banning one year ago and see it as my long-term home. As a parent of a young family, I am invested in the city's future and committed to helping it grow responsibly. I am motivated to serve on the Planning Commission to support forward-looking decisions that guide sustainable development, preserve community character, and ensure that Banning continues to be a welcoming, well-planned city for current and future residents.

2. What types of major issues should the Planning Commission deal with?

The Planning Commission should focus on major issues that shape Banning's long-term growth, sustainability, and quality of life for residents. With the city experiencing rapid growth — including the Atwell community adding approximately 7,000 homes over the next 5–10 years — it is critical to ensure that development is thoughtfully planned, balanced, and supported by adequate infrastructure, transportation, and public services. The commission should address issues such as land use, zoning, housing density, environmental impacts, and integration with parks, schools, and commercial areas to maintain a cohesive and livable community.

I believe the commission should also consider long-term infrastructure and service needs, including traffic management, utilities, and access to public facilities, so that growth does not outpace the city's capacity to serve its residents effectively. Ensuring that new development aligns with community values, preserves neighborhood character, and supports inclusive and accessible public spaces is essential for both current and future residents.

Finally, the Planning Commission should anticipate and plan for the cumulative effects of growth, encouraging sustainable development practices and forward-looking policies that help Banning remain a safe, welcoming, and well-planned city. By addressing these major issues proactively, the commission can guide responsible growth that benefits the entire community while protecting the city's unique character.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

Banning's rapid growth presents both significant challenges and opportunities. With approximately 7,000 new homes and families expected over the next 5–10 years, the city must carefully plan for sustainable residential, commercial, and industrial growth that benefits both new and long-term residents. Forward-looking land use policies, zoning, and strategic planning are essential to ensure that housing, businesses, and industrial development are integrated thoughtfully with schools, parks, transportation networks, and public amenities. By coordinating growth across all sectors, Banning can maintain a high quality of life while supporting a vibrant, diverse economy.

The Planning Commission plays a critical role in guiding development that balances density with livability, preserves neighborhood character, and fosters opportunities for new business and industry. Thoughtful oversight and proactive policy implementation can help the city anticipate infrastructure and service needs, support economic development, and create an environment where commercial, industrial, and residential projects thrive together. By doing so, Banning can serve as a model for how fast-growing cities can manage growth responsibly, sustainably, and inclusively.

Growth also presents opportunities to enhance community resources, parks, and recreational spaces while introducing new amenities and programs for residents. By carefully reviewing projects, coordinating with city departments, and engaging with the public, the Planning Commission can ensure that Banning evolves in a way that respects the character valued by long-term residents, supports new families moving to the city, and positions Banning as an example for other communities of thoughtful, well-planned development that meets the needs of all sectors of the city.

Additional Information about this Position

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Banning, CA 92220

Return by: **Friday, February 28, 2026** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Ashley Brummitt
Signature

02-06-2026
Date

RECEIVED
FEB 15 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

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Name Christopher Romash

Phone [redacted]

Email Address

Address

Are you currently employed? ☒ Yes ☐ No

Position Business Owner Company Sierra truck repair Corp

Length of Residency in Banning 13 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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Ample space is provided. Please do not submit supplemental materials.

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

College graduate with masters degree in big truck repair. I own 2 big truck repair shops in FONTANA Ca for 12 Years.

2. What types of major issues should the Planning Commission deal with?
City improvement, such as building,construction,roadways and the homeless incampments

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

The city should promote small business and less housing due to not enough roadways to support all the traffic.

Additional Information about this Position

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Return by: **Friday, February 28, 2026** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Christopher Romash

Signature _____ Date _____

RECEIVED
FEB 27 2026
City of Banning
City Clerk's Office

APPLICATION TO SERVE ON PLANNING COMMISSION

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Name Nicole Coutee

Phone [redacted]

Email Address

Address

Are you currently employed? ☒ Yes ☐ No

Position Realtor Company Keller Williams

Length of Residency in Banning 40 years

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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

I have resided in Banning for over 40 years, am a Banning High School graduate and Banning homeowner. In my early work experience I have been a real estate appraiser, then spent 25 years managing teams and running multi million dollar businesses in the luxury retail space. My last 5 years have been spent completing a Sport's Medicine degree from California Baptist University, Riverside and launching a real estate business covering local and San Diego based transactions. During college I spent a short time volunteering for Carol's Kitchen and connecting with the community.

2. What types of major issues should the Planning Commission deal with?

With the surrounding areas around Banning growing rapidly, the major concern I hear coming from residents is the fear of increased traffic. Banning has the complication of becoming a detour when the 10 freeway has a stoppage, clogging our cities major arteries and keeping residents from reaching their own homes. Our town also has an issue with growth. To increase our city's revenue it needs to grow and offer job opportunities to our local community. When a town grows and increases it's revenue resources become better funded for the homeless, for early childhood education and for resources for our seniors.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

The city would benefit greatly from creating an exit ramp on and off of San Gorgonio. It would not only create a better flow of traffic in and out of all 3 schools in the area, but also increase traffic through our downtown area giving those businesses greater visibility and higher revenue.

Better traffic detours when the 10 has a stoppage is vital. Connecting Sun Lakes Blvd to Westward would relieve traffic and also enourage drivers to exit Highland Springs to take that route. Though Highland Springs has high traffic volume, the businesses on the Banning side would benefit as the detour would take drivers direclty past Sun Lakes Plaza, making those businesses more visible.

Our city and school youth sports programs are underfunded and, at times, behind and unorganized. We have passionate coaches who need support from our local businesses and city leaders to create a solid and fulfilling environment. We have lost great coaches who have taken our city to the forefront in CIF, only to be turned down when asked for further support. This needs to change.

Job training and opportunities for our teens. Many teens are finding it difficult to find jobs, being under 18. Businesses are finding it difficult to employ them due to labor

Additional Information about this Position

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Return by: **Friday, February 28, 2026** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Nicole Coutee
Signature

February 27, 2026
Date

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FEB 28 2026
City of Banning
City Clerk's Office

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Name Tia Valdiserri

Phone [redacted]

Email Address

Address

Are you currently employed? ☐ Yes ☒ No

Position Sr Account Manager Company

Length of Residency in Banning 8 months

Are you a registered voter? ☒ Yes ☐ No

Are you able to commit to reviewing and evaluating commission staff reports, which are typically lengthy and can be complex? ☒ Yes ☐ No

Are you able to attend commission meetings at the regular meeting date and time, as well as possible special meetings, which occur from time-to-time? ☒ Yes ☐ No

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Ample space is provided. Please do not submit supplemental materials.

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

I bring a professional background in business analytics, client engagement, and operational leadership, along with graduate-level education in business and leadership. I am currently completing a dual MBA and MS in Leadership, where I focus on financial analysis, ethical decision-making, and strategic planning. All of these skills are relevant to evaluating development proposals and long term community impact.

In my professional roles, I have led cross-functional initiatives, analyzed complex data, and partnered with executive stakeholders to assess financial and operational outcomes. This experience has strengthened my ability to review detailed materials, ask thoughtful questions, and consider long-term implications before decisions are made.

As a resident and parent, I am invested in responsible growth that supports economic sustainability while preserving the character and livability of our community. I would bring a collaborative, analytical, and ethically grounded approach to serving on the Planning Commission.

2. What types of major issues should the Planning Commission deal with?
The Planning Commission should address major issues through a long-term, big picture lens that considers how today's land use decisions shape the community for decades to come. this includes responsible zoning and development review, housing availability, infrastructure capacity, and economic development that strengthens the city's fiscal stability.

Beyond individual projects, the Commission should evaluate how growth aligns with the City's General Plan, environmental sustainability, water resources, and overall quality of life. Thoughtful planning requires balancing immediate development opportunities with long-term impacts on traffic, public services, community character, and economic resilience.

By maintaining a strategic, forward-looking perspective, the Planning Commission can ensure that growth is not only well-managed, but intentional and beneficial for current and future residents.

3. Identify specific challenges and opportunities facing the City's future growth and development. Explain how you feel they may be resolved (be specific):

Banning faces several interconnected challenges and opportunities as it plans for future growth. One of the primary concerns is economic leakage. Many residents travel to neighboring cities for grocery stores, quality dining, and entertainment, resulting in local dollars being spent outside our community. At the same time, certain commercial uses appear overrepresented, while essential retail and diverse dining options remain limited. This presents an opportunity for the City to take a more strategic approach to land use by recruiting full-service grocery stores, balance retail, at least one gym and higher-quality commercial development that strengthens the tax and creates local jobs.

Another important challenge is ensuring that infrastructure and public services keep pace with residential development. As new housing projects are approved, it is critical that roads, utilities, public safety services, and particularly schools are considered in long-term planning. Coordinating closely with the school district, utilizing development impact fees, and aligning approvals with infrastructure readiness can help prevent strain and ensure growth enhances community stability rather than overwhelming it.

Additionally, there is a need to prioritize reinvestment in existing commercial corridors. Deferred maintenance, vacant storefronts, and underutilized buildings can discourage new investment and affect community perception. Strengthening code enforcement, offering facade improvement incentives, and encouraging adaptive reuse of existing properties can revitalize current business areas while attracting new development.

By approaching growth holistically-focusing on economic diversification, infrastructure coordination, and revitalization of existing assets, Banning has the opportunity to transition from reactive development to intentional, sustainable growth that improves quality of life and long term fiscal health for the community.

Additional Information about this Position

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Banning, CA 92220

Return by: **Friday, February 28, 2026** 5:00 p.m.

Or email to: cityclerks@banningca.gov Remember to sign your application.

Tia Valdiserri
Signature

2/28/202
Date

2.28.010 - Planning commission—Membership requirements.

A. Members of the planning commission shall be residents of the City of Banning who hold no other municipal office in the city. Members may not be employees of the city.

B. Proof of residency shall be submitted at time of application to the commission through voter registration, utility bill at a physical address within the city boundaries. Residency shall be confirmed prior to appointment and maintained throughout the term served.

(Code 1965, § 2-5.)

2.28.020 - Term and vacancies.

A. The planning commission shall consist of five members.

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

C. In order to re-set the terms of office of planning commissioners consistent with paragraph (b) above, commencing January 2021, the city council shall appoint members of the planning commission, whether newly appointed or as reappointed members, to one of the following five numbered positions:

1. Position 1. The term of office for Position 1 will begin February 1, 2021, and expire on January 31, 2025.
2. Position 2. The term of office for Position 2 will begin February 1, 2021, and expire on January 31, 2025.
3. Position 3. The term of office for Position 3 will begin February 1, 2021, and expire on January 31, 2023.
4. Position 4. The term of office for Position 4 will begin February 1, 2021, and expire on January 31, 2023.
5. Position 5. The term of office for Position 5 will begin February 1, 2021, and expire on January 21, 2023.

D. Upon the expiration of each term of office specified in paragraph C, persons appointed or reappointed to the Position shall serve for a succeeding four-year term measured from the expiration of the prior term of that position. In the event the city council has not completed the appointment process by February 1 of each odd number year to fill the terms of positions that

are to commence on February 1 of that year, the predecessor's term of office for that position is automatically extended until the date that the successor has been appointed and sworn into office.

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

F. Any member who is unexcused for two consecutive regular meetings of the commission or six meetings within a twelve-month period, whether the six meetings are excused or not, will be deemed to have forfeited his or her office and the city council may appoint a new member to serve in the commissioner's position for the remainder of their term.

G. To be excused from any such meeting, a member shall notify the planning department, at least forty-eight hours prior to any such meeting that the member will not be in attendance at the upcoming meeting. If a member is unable to attend due to illness, injury or family matters, an oral statement made proving that specific reason by the member at the next regular meeting of the commission shall constitute an excused absence.

(Code 1965, § 2-6.)

(Ord. No. 1569, § 1, 9-22-20)

2.28.030 - Compensation.

A. Members of the planning commission shall not receive compensation; reasonable traveling expenses to and from conferences and/or special field trips and training sessions shall be reimbursed.

B. Upon authorization by the city manager, the planning commission and members of its staff, may attend city planning conferences or meetings, or hearings on city planning legislation, or matters affecting the planning of the city. The reasonable expenses of such attendance shall be charged upon the funds allocated to the commission.

C. All fundings shall be established through the City of Banning budget, which shall be approved by the city council.

(Code 1965, § 2-7.)

2.28.040 - Rules of procedure.

A. A quorum of the planning commission shall consist of a majority of the members (including any vacancies). A quorum must be present in order for the planning commission to hold a meeting.

B. In the event that only three commissioners are present, any actions recommending amendment to the Municipal Code or general plan must be unanimous; all other actions would require a majority vote of the commission in attendance. A tie vote shall constitute a denial of the matter or request brought before the planning commission.

C. The commission shall adopt rules for the transaction of business and shall keep a record of its transactions, findings, and determinations. The Brown Act and "Robert's Rules in Plain English" by Doris P. Zimmerman (Harper Perennial) shall be incorporated into such rules.

D. The commission shall follow all applicable city fiscal and administrative policies and procedures.

(Code 1965, § 2-8.)

2.28.050 - Duties and responsibilities.

A. The planning commission shall exercise those functions of the planning agency of the city delegated to it in the Banning Municipal Code.

B. At the regular February meeting, the planning commission shall choose a chairperson and a vice-chairperson from among the planning commission members. The chairman and vice-chairman shall serve for one term. Both positions shall rotate every year.

1. The chairperson shall preside at all regular and special meetings and rule on all points of order and procedure during the meetings.
2. The vice-chairperson shall assume all duties of the chairperson in his or her absence.
3. In the event the chairperson and vice-chairperson are both absent, an acting chairperson shall be appointed from the commission for the meeting from those present.

C. The planning commission's scope of responsibility is to:

1. Prepare, review, adopt, and recommend to the city council for its adoption, a long range, comprehensive general plan to guide future physical development and conservation of the city and its adjoining environs based on geographic, social, economic and political characteristics of the community;
2. Prepare, review, adopt and recommend to the city council for its adoption of special area specific plans for identifiable areas, wherein more detailed guidelines are needed to supplement the objectives of the general plan;
3. Review development applications submitted to the city for consistency with adopted plans and ordinances. Approve or deny applications when final authority is granted to the planning commission by the Municipal Code. Make a recommendation on those actions for which the city council is the final reviewing approval body;
4. Act as the appeal body on decisions made by the community development director;
5. Perform such other functions and duties as the city council may from time to time direct and/or provide within the Banning Municipal Code.

D.

The commission may form ad-hoc subcommittees in accordance with the Brown Act, and make appointments to that subcommittee, as it deems necessary. A quorum of commission members may not be appointed to serve in a single subcommittee. Before forming a subcommittee, the commission shall establish a specific mission and term for the subcommittee.

E. The planning commission is an important function within the City of Banning, and as such, certain expectations are held by the city council in making the appointment of individuals to the commission. These expectations include the following:

1. Commissioners will attend all regular meetings and special meetings as they arise;
2. Commissioners will communicate expected and unexpected absences to the planning department, prior to the meeting;
3. Commissioners will communicate any potential conflicts of interest on agenda items to the planning department in advance of the hearing to allow confirmation of a quorum;
4. Commissioners will arrive on time to each meeting, fully participate, and remain in attendance until the end of each meeting;
5. Commissioners will prepare themselves for each meeting by reading the agenda, reports and other materials, and visiting the site, as necessary, and communicate any questions to the secretary in advance of the hearing. Pursuant to Resolution 2000-41, if a commissioner visits the site prior to a hearing on the matter, the commissioner shall disclose at the hearing such evidence and observation gathered during the site visit;
6. Commissioners are encouraged to attend the annual planner's institute (Monterey and Southern California) or an equivalent planning training program given by a University of California campus (or approved equivalent) and may attend other planning conferences and or training classes as the need and opportunities arise. The city will also provide regular in-service training and make-up training where attendance is required;
7. New commissioners are expected to become familiar with the city's general plan, the "Planning Commission Handbook" (prepared by the State of California), the relevant Municipal Code sections particularly those relevant to zoning to become familiar with these documents. The "Guide for New Members" distributed by the planning commissioners journal and www.plannersweb.com are other valuable resources for new commissioners;
8. Applicants to the planning commission will be expected to attend a brief orientation session explaining the role of commissioners, the planning process, and the expectations of commissioners that are appointed; and
9. New commissioner members will attend an expanded orientation session with the liaison to the commission and other staff, as deemed necessary, to provide new appointees with a solid understanding immediately upon appointment. The orientation will include an overview of

the planning process, a review of the commission's structure, policies and bylaws, a summary of available documents and resources, and a review of the commission's relationship with citizens, staff, developers, and the governing body.

F. The planning commission may serve on regional boards or commissions as directed by the city council.

G. The planning commission shall participate in annual meetings with the city council to discuss development activity, development doctrine, policies, etc.

(Code 1965, § 2-8.1.)

(Ord. No. 1569, § 2, 9-22-20)

2.28.060 - Conflict of interest requirements.

A. The State of California Political Reform Act requires planning commission members to disclose interests in investments, real property, and income derived within the City of Banning or from sources doing business within the City of Banning. Filings are required within ten days of assuming office and on an annual basis.

B. Members shall not work for the "pass" cities, which include Beaumont, Calimesa, and Riverside County in roles, such as economic development, planning, or redevelopment.

C. If an apparent conflict of interest arises, the member shall inquire of the city attorney or staff prior to the meeting.

(Code 1965, § 2-8.2.)

2.28.070 - Staff liaison.

A. The staff liaison to the planning commission shall be the community development director.

B. The planning commission liaison, supported by the secretary to the planning commission (a staff position), shall be responsible for:

1. Confirming that a quorum will be present prior to each meeting;
2. Receiving and recording all exhibits, petitions, documents, or other material presented to the planning commission in support of, or in opposition to, any issue before the planning commission;
3. Signing all meeting minutes and resolutions upon approval;
4. Preparing and distributing agendas and agenda packets;
5. Facilitating the tape recording of meetings and preparation of minutes; and
6. Responding to all questions from planning commission members regarding agenda items in advance of meetings.

(Code 1965, § 2-8.3.)

2.28.080 - Meeting times and places.

A. The planning commission shall meet on the first Wednesday of each month at 5:30 p.m. at the city council chambers located at 99 E. Ramsey Street, or at such time and place as the commission may designate by resolution.

B. Commissioners will attend special meetings as they arise.

(Code 1965, § 2-8.4.)

(Ord. No. 1427, § 1, 9-14-10; Ord. No. 1594, § 1, 8-22-22)

2.28.090 - Adoption.

A. This document, as adopted and amended by council resolution, shall serve as the bylaws for the commission.

(Code 1965, § 2-9.)

PUBLIC NOTICE
CITY OF BANNING
PLANNING COMMISSION

The City of Banning is accepting applications to fill **one immediate vacancy** on the City of Banning Planning Commission. The term of office will begin immediately and run through January 31, 2029.

This is a volunteer position on a Commission that meets on the **first Wednesday of each month at 5:30 P.M.** You must be a registered voter in the City of Banning to qualify. All applicants must successfully complete a background investigation with fingerprinting before appointment. The application and qualifications for this position are available on the City's website at http://banning.ca.us/79/Planning-Commission.

The deadline to submit your application to the City Clerk's Office is **Friday, February 28, 2026** at 5:00 P.M. Submit to the City Clerk's Office, PO Box 998, Banning, CA 92220 or by emailing your signed application to cityclerks@banningca.gov.

/s/Sandra Calderon, Deputy City Clerk
City of Banning, California

Dated: February 1, 2026
Publish: February 6, 2026

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Sandra Calderon, Deputy City Clerk** **Todd Hopkins, CalFire Division Chief**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Receive and File Fire Protective Services Statistics for the Month of February 2026**

RECOMMENDATION:

Receive and file

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None

ATTACHMENTS:

1. jurisreport_banning.pdf

Riverside County Fire Department/ CAL FIRE

Jurisdiction Summary for City of Banning

Robert Fish

Fire Chief

2/1/2026 to 2/28/2026

Incident Response Activity

***At least 1 Resource Dispatched**

Incident Type	#
False Alarm	19
Medical	377
Other Fire	6
Other Misc	1
Public Service Assist	21
Rescue	2
Ringing Alarm	4
Standby	2
Traffic Collision	23
Vehicle Fire	1
Wildland Fire	1
Incident Total	**457**

Average Enroute to On-Scene Time

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



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

Transport

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

	0
Total:	**0**

Mutual Aid

***Unit responses**

Jurisdiction Units Responses

Engine	192
Total:	**192**

Mutual Aid Given

Engine	202
Total:	**202**

Mutual Aid Received

Brush	2
Chief	9
Engine	287
MRF	58
Nurse	9
Patrol	9
PIO	1
Squad	35
Truck/Quint	1
Total:	**411**

Truck Report

T2 recorded 1 responses in City of Banning from 2/1/2026 1:40:10 PM to 2/28/2026 1:40:10 PM

Significant Incidents

26CARRU027928

2/18/2026 4:06:00AM

CAL FIRE / Riverside County Fire Department responded to a report of a tree impacting an apartment triplex at the location listed above. The first arriving company officer reported a large tree had fallen into a two-story apartment triplex, causing significant damage to the roof structure. All occupants self-evacuated prior to fire department arrival and were accounted for with no injuries reported. The affected unit was evaluated and deemed unsafe for occupancy. Red Cross assistance was offered but declined by the residents. The City of Banning Building and Safety Department will need to respond for further structural assessment. No civilian or firefighter injuries were reported.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Receive and File Police Department Statistics for the Month of February 2026**

RECOMMENDATION:

Receive and file.

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ATTACHMENTS:

1. STATS-FEBRUARY 2026.pdf
2. Group A Offense Report Feb 2026.pdf

BANNING POLICE DEPARTMENT
FEBRUARY, 2025

CRIME	Feb-26	Feb-25	% CHGE	YTD-26	YTD-25	% CHGE
PART 1 CRIMES						
Homicide	0	0	0%	0	0	0%
Rape	1	0	100%	2	0	200%
Robbery	0	1	-100%	1	2	-50%
Assaults Agg/Simp	9	8	13%	22	26	-15%
Burglary	0	0	0%	0	2	-100%
Vehicle Theft	2	4	-50%	13	12	8%
Larceny	6	6	0%	27	16	69%
OTHER						
Narcotics	6	9	-33%	9	13	-31%
DUI	1	2	-50%	3	3	0%
T/C Non-Injury	22	2	1000%	45	26	73%
T/C Injury	3	2	50%	4	8	-50%
T/C Fatal	0	0	0%	0	0	0%
Transient Calls	128	105	22%	259	193	34%
Unattended Death	5	12	-58%	10	18	-44%
246PC	0	7	-100%	1	7	-86%
Citations	139	75	85%	235	139	69%
Total Incidents	2955	2803	5%	6309	5626	12%

Group A Offense Report

Beginning Date: 02/01/2026 **Ending Date: 02/28/2026**

Agency: BANNING PD

Offense	Reported in 2026	Reported in 2025	Percent Change	Offenses Cleared	Percent Cleared	Percent Of Category	Rate Per 100,000*
Murder	0	0	NA	0	0.00%	0.00%	0.00
Negligent Manslaughter	0	0	NA	0	0.00%	0.00%	0.00
Justifiable Homicide	0	0	NA	0	0.00%	0.00%	0.00
Non-consensual Sex Offenses:							
Rape	1	0	NA	0	0.00%	10.00%	3.13
Sodomy	0	0	NA	0	0.00%	0.00%	0.00
Sexual Assault with Object	0	0	NA	0	0.00%	0.00%	0.00
Fondling	0	0	NA	0	0.00%	0.00%	0.00
Aggravated Assault	3	1	200.00%	1	33.33%	30.00%	9.38
Simple Assault	6	4	50.00%	0	0.00%	60.00%	18.75
Intimidation	0	0	NA	0	0.00%	0.00%	0.00
Kidnapping/Abduction	0	0	NA	0	0.00%	0.00%	0.00
Consensual Sex Offenses:							
Incest	0	0	NA	0	0.00%	0.00%	0.00
Statutory Rape	0	1	-100.00%	0	0.00%	0.00%	0.00
Human Trafficking, Commercial Sex Acts	0	0	NA	0	0.00%	0.00%	0.00
Human Trafficking, Involuntary Servitude	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Persons Total	**10**	**6**	**66.67%**	**1**	**10%**	**24.39%**	**31.25**
Robbery	0	1	-100.00%	0	0.00%	0.00%	0.00
Burglary/Breaking & Entering	0	0	NA	0	0.00%	0.00%	0.00
Larceny/Theft Offenses	6	5	20.00%	0	0.00%	50.00%	18.75
Motor Vehicle Theft	2	0	NA	1	50.00%	16.67%	6.25
Arson	0	0	NA	0	0.00%	0.00%	0.00
Destruction Of Property	3	3	0.00%	0	0.00%	25.00%	9.38
Counterfeiting/Forgery	0	0	NA	0	0.00%	0.00%	0.00
Fraud Offense	1	0	NA	1	100.00%	8.33%	3.13
Embezzlement	0	1	-100.00%	0	0.00%	0.00%	0.00
Extortion/Blackmail	0	0	NA	0	0.00%	0.00%	0.00
Bribery	0	0	NA	0	0.00%	0.00%	0.00
Stolen Property Offenses	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Property Total	**12**	**10**	**20%**	**2**	**16.67%**	**29.27%**	**37.5**
Drug/Narcotic Violations	6	5	20.00%	6	100.00%	31.58%	18.75
Drug Equipment Violations	7	2	250.00%	7	100.00%	36.84%	21.88
Gambling Offenses	0	0	NA	0	0.00%	0.00%	0.00
Pornography/Obscene Material	0	0	NA	0	0.00%	0.00%	0.00
Prostitution	0	0	NA	0	0.00%	0.00%	0.00
Weapons Law Violation	6	1	500.00%	6	100.00%	31.58%	18.75
Animal Cruelty	0	0	NA	0	0.00%	0.00%	0.00
Crimes Against Society Total	**19**	**8**	**137.5%**	**19**	**100%**	**46.34%**	**59.38**
Total Group "A" Offenses	**41**	**24**	**70.83%**	**22**	**53.66%**	**100%**	**128.13**

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

* Adjusted population base: 32,000

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Receive and File Animal Control Statistics for the Month of February 2026**

RECOMMENDATION:

Receive and file

BACKGROUND:

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

JUSTIFICATION:

Statistics tell a city how many Animal Control Officers need to be on the street, the types of calls they handle, and the need for additional services. Statistics show increases and decreases in particular areas of Animal Control Services over time.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Good Police Stats ACO 2026 Feb.pdf

BANNING POLICE DEPARTMENT
FEBRUARY, 2026

ANIMAL CONTROL	Feb-26	Feb-25	% CHGE	YTD-26	YTD-25	% CHGE
Calls for Service	122	104	17%	254	192	32%
Animals Impounded	22	6	267%	40	6	567%
Animals Euthanized	3	3	0%	7	3	133%
Bite Reports	2	3	-33%	4	4	0%
Citations Issued	3	0	300%	4	0	400%
Expenses	844	0	84400%	1791.75	2233.25	-20%
Revenue	246.42	655	-62%	291.82	1257	-77%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Kristine Gutierrez, Community Development Operations Manager** **Vincent Avila, Chief of Police**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Receive and File Code Enforcement Statistics for the Month of February 2026**

RECOMMENDATION:

Receive and file

BACKGROUND:

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

JUSTIFICATION:

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

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Feb. 2026 Code Stats.pdf

BANNING POLICE DEPARTMENT
FEBRUARY, 2026

Code Enforcement	Feb-26	Feb-25	% CHGE	YTD-26	YTD-25	% CHGE
New Cases Opened	77	18	328%	188	35	437%
Total Cases Open (Active)	249	393	-37%	517	805	-36%
Notice of Violations Issued	209	76	175%	514	89	478%
Violations Resolved	229	81	183%	485	214	127%
Citations Issued	10	3	233%	54	24	125%
Inspections Completed	226	74	205%	491	155	217%
Collected Fee's (Citations)	1520	696.92	118%	2895	1459.75	98%
Red Tagged Properties	2	1	100%	3	3	0%
AVA Program Vehicles Abated	3	0	300%	4	0	400%
Weed Abatement Cost Recovery	4593.62	1708.53	169%	16340.5	20221.23	-19%
72 Hour Parking (NOV) CVC 22651 K	13	0	1300%	34	0	3400%
Unhoused Encampments Tagged (PC602)	12	0	1200%	31	0	3100%
Calls For Service	205	0	20500%	410	0	41000%

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Shah Nawaz, Deputy Water/Wastewater Director** **Art Vela, Director of Public Works**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Authorize the City Manager to sign the Notice of Completion for Project No. 2024-08 "Banning Water Canyon Stormwater Percolation Basin Repairs" as complete and direct the City Clerk to record the Notice of Completion.**

RECOMMENDATION:

Authorize execution of the Notice of Completion.

BACKGROUND:

On February 11, 2025, the City Council adopted Resolution No. 2025-18 awarding a construction contract to Weaver Grading, Inc. for Project No. 2024-08, "Banning Water Canyon Stormwater Percolation Basin Repairs," in the amount of $644,520, including a 20% contingency.

The City owns several acres in Banning Water Canyon north of Bluff Street that contain wells, transmission mains, and 36 percolation basins used to capture stormwater and recharge groundwater for later extraction—an important component of the City's water supply strategy.

The project restored the basins following damage from Tropical Storm Hilary (2023) and debris from the Apple Fire, which caused slope erosion, sediment buildup, and damage to access roads and culverts. During dredging operations, existing stormwater conveyance pipes were found to be severely damaged. As a result, three change orders totaling $58,623.60 were issued to install approximately 860 linear feet of two parallel 12-inch corrugated metal pipes (CMPs) to restore stormwater flow between basins.

JUSTIFICATION:

Repairs to the percolation basins are essential for maximizing local groundwater recharge and reducing reliance on imported water. Through a funding agreement approved by City Council via Resolution No. 2024-69 on May 14, 2024, the Riverside County Flood Control and Water Conservation District (RCFC & WCD) agreed to fund 75% of the project costs (up to $750,000, whichever is less).

The lowest qualified bidder, Weaver Grading, Inc. was awarded the contract and work was completed on February 26, 2026. Public Works staff verified through inspections that the workmanship, materials, and procedures were satisfactory, and that the contract had met the required contract obligations.

FISCAL IMPACT:

The project was awarded in the amount of $537,100 with a 20% contingency, for a total budget of $644,520. The final contract amount was $595,723.60.

As a result of the agreement with RCFC & WCD, the City received $402,825, representing 75% of the original contract award amount.

ATTACHMENTS:

1. NOC Banning Canyon Storwater Repairs.docx
2. Resolution No. 2025-018 (for refrence purposes).pdf
3. Executed C01122 - Water Canyon Pond Repairs (Weaver Grading Inc).pdf

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

Exempt from Recording Fees Pursuant to Government Code §6103

NOTICE OF COMPLETION

PROJECT NO. 2024-08, "BANNING CANYON STORMWATER PERCOLATION BASIN REPAIRS"

THIS NOTICE OF COMPLETION IS HEREBY GIVEN by the OWNER, the City of Banning, a municipal corporation, pursuant to the provisions of Section 9204 of the Civil Code of the State of California, and is hereby accepted by the City of Banning, pursuant to authority conferred by the City Council this March 24, 2026, and the grantees consent to recordation thereof by its duly authorized agent.

That the OWNER, the City of Banning, and Weaver Grading, Inc. of Beaumont, California, the vendee, entered into an agreement dated February 11, 2025, for Project No. 2024-08, "Banning Water Canyon Stormwater Percolation Basin Repairs".

The principal items of work included the restoration of percolation basins following damage from Tropical Storm Hilary (2023) and debris from the Apple Fire, which caused slope erosion, sediment buildup, and damage to access roads and culverts.

That the work of improvement was completed on February 26, 2026, for Project No. 2024-08, "Banning Water Canyon Stormwater Percolation Basin Repairs".

(1) The Nature of Interest was civil improvements completed on February 26, 2026, for Project No. 2024-08, "Banning Water Canyon Stormwater Percolation Basin Repairs".

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

(3) That said work of improvement was performed within Banning Water Canyon, north of Bluff Street in Banning, California 92220.

(4) That the original contractor for said improvement was Weaver Grading, Inc. of Beaumont, California, State Contractor's License No. 703974, Class A.

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

(6) The nature of interest is in fee.

Dated: March 24, 2026

CITY OF BANNING

A Municipal Corporation

By _____

Elizabeth Gibbs

City Manager

ATTEST:

_____

Sandra Calderon

Administrative City Clerk

APPROVED AS TO FORM:

_____

John Pinkney

City Attorney

Slovak, Baron, Empey, Murphy & Pinkney LLP

JURAT

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

State of California
County of Riverside

Subscribed and sworn to (or affirmed) before me on this ___day of _____, 2026 by _____, who proved to me on this basis of satisfactory evidence to be the person(s) who appeared before me.

(S e a l)

_____
Notary Public in and for said County and State

STATE OF CALIFORNIA }
COUNTY OF RIVERSIDE }

SANDRA CALDERON, being duly sworn, deposes and says:

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

Executed on _____, 2026 at Banning, California.

_____
Sandra Calderon
Administrative City Clerk
City of Banning

RESOLUTION 2025-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A CONSTRUCTION CONTRACT TO WEAVER GRADING, INC. IN THE AMOUNT OF $537,100 FOR THE BANNING WATER CANYON STORMWATER PERCOLATION BASIN REPAIRS AND APPROVING A 20% CONTINGENCY FOR A TOTAL PROJECT BUDGET NOT-TO-EXCEED $644,520

WHEREAS, the City owns and operated 36 water recharge/percolation basins ("Basins") in the Banning Water Canyon, which were damaged by Tropical Storm Hilary in 2023 and worsened by debris flows related to the Apple Fire of August 2020. The Basins are in need of repairs (i.e. slope grading and inlet/outlet piping) and dredging along with regrading of access roads ("Project"); and

WHEREAS, on May 14, 2024, the City Council approved Resolution 2024-69, approving a Funding Agreement between the City and Riverside County Flood Control and Water Conservation District (RCFC & WCD); and

WHEREAS, through the Funding Agreement, the City will be reimbursed for seventy-five percent (75%) of the Project costs up to $750,000; and

WHEREAS, on November 26, 2024, the Purchasing Department advertised an Invitation for Bids (IFB) #24-089 for the Project and as a result received 5 bids; and

WHEREAS, the lowest, responsive and responsible bid was submitted by Weaver Grading, Inc. of Beaumont, California in the amount of $537,100; and

WHEREAS, funding for the Project was included in the current fiscal year approved budget in the amount of $1,000,000 in Account 660-6300-471.95-09.

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

SECTION 1. The City Council approves the Construction Contract with Weaver Granding, Inc. for the Banning Water Canyon Stormwater Percolation Basin Repairs in an amount of $537,100 and a twenty percent (20%) contingency with a total not-to-exceed amount of $644,520.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Construction Contract and to execute the Construction Contract with Weaver Grading, Inc. on behalf of the City Council.

SECTION 3. The City Council authorizes the City Manager, or designee, to make necessary budget adjustments, appropriations, and transfers related to this resolution and to approve change orders within the approved contingency.

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 11th day of February, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-18, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of February, 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Construction Contract

CONTRACT (C01122)

CITY OF BANNING CONTRACT FOR
CANYON STORMWATER PERCOLATION BASIN REPAIRS PROJECT & IFB 24-089

THIS CONTRACT ("Contract") is made and entered this _____ ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and Weaver Grading, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 703974; Class A. Contractor's DIR registration number is 1000015133.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Canyon Stormwater Percolation Basin Repairs Project ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Five Hundred Thirty-Seven Thousand One Hundred Dollars ($537,100.00) in accordance with the prices as submitted in the Bid.

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

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq.*) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

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

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

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

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

10. Debarment or Suspension. Contractor represents and warrants that, as of the Effective Date of this Agreement, Contractor is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Contractor shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Contractor and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Contractor or any subcontractor becomes debarred or suspended during the Term of this Agreement, Contractor shall immediately notify City.

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

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

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

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

CITY OF BANNING

City Council Approval: _____

By: _____
City Manager Date

ATTEST:

APPROVED AS TO FORM:

By: _____
Administrative City Clerk Date

By: _____
City Attorney Date

_____
("CONTRACTOR")

By: _____
Name: Date
Title:

Docusign Envelope ID: F94F4108-0D48-4513-A541-8CC3DBE6203C

CONTRACT (C01122)

CITY OF BANNING CONTRACT FOR CANYON STORMWATER PERCOLATION BASIN REPAIRS PROJECT & IFB 24-089

THIS CONTRACT ("Contract") is made and entered this February 11, 2025 ("Effective Date"), by and between the CITY OF BANNING, a California municipal corporation ("City") and Weaver Grading, Inc., a California Corporation ("Contractor"). Contractor's California State Contractor's license number is 703974; Class A. Contractor's DIR registration number is 1000015133.

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

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

2. Scope of Services. Contractor shall perform the Work in a good and workmanlike manner for the project identified as Canyon Stormwater Percolation Basin Repairs Project ("Project"), as described in this Contract and in the Contract Documents.

3. Compensation. In consideration of the services rendered hereunder, City shall pay Contractor a not to exceed amount of Five Hundred Thirty-Seven Thousand One Hundred Dollars ($537,100.00) in accordance with the prices as submitted in the Bid.

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

5. Antitrust Claims. In entering into this Contract, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. § 15) or under the Cartwright Act (Business and Professions Code Section 16700 *et seq*.) arising from purchases of goods, services, or materials pursuant to the Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the parties.

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

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

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

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

Docusign Envelope ID: F94F4108-0D48-4513-A541-8CC3DBE6203C

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

10. Debarment or Suspension. Contractor represents and warrants that, as of the Effective Date of this Agreement, Contractor is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Contractor shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Contractor and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Contractor or any subcontractor becomes debarred or suspended during the Term of this Agreement, Contractor shall immediately notify City.

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

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

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

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

CITY OF BANNING

City Council Approval: 2025-018

By: Robert Fisher 2/24/2025
City Manager Date

ATTEST:

By: 2/24/2025
Administrative City Clerk Date

APPROVED AS TO FORM:

By: John Pinkney 2/21/2025
City Attorney Date

("CONTRACTOR")

By: 2/22/2025
Name: Mark Weaver Date
Title: President

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Brandon Robinson, Electrical Engineering Supervisor**
Art Vela, Director of Public Works

MEETING DATE: **March 24, 2026**

SUBJECT: **Accept Easements from Tri Pointe Homes for Electric Utility Purposes on Accessor's Tract Map Nos. 37389-1, 37389-4, and 37389-F within the Atwell Development for the Maintenance of the City-Owned Electric Distribution System**

RECOMMENDATION:

Accept easements from Tri Pointe Homes for electric utility purposes for Tract Map Nos. 37389-1 Lots G and M, 37389-4 Lot H, and 37389-F Lot H within the Atwell development.

BACKGROUND:

Final Tract Map No. 37389-1 within the Atwell Development Specific Plan was approved by the Banning City Council via Resolution 2022-122 on September 13, 2022 and Tract Map Nos. 37389-4 and 37389-F were approved by the Banning City Council via Resolution 2025-027 on February 25, 2025. The Banning Electric Utility has constructed electrical improvements within these tracts that were required to serve the new Atwell housing development. As part of the Conditions of Approval for the project, the developer or owner is required to provide the City with the necessary easements for the maintenance of the City owned electric distribution system.

The facilities within the proposed easements consist of primary underground electric infrastructure required for utility service within the Atwell development.

JUSTIFICATION:

It is necessary to obtain the easement for the City to access and provide maintenance for the City-owned electric distribution equipment which may include utility poles, conduit with conductors, transformers, switchgear, equipment pads, and meters.

FISCAL IMPACT:

There is no fiscal impact associated with the acceptance of the easement.

ATTACHMENTS:

1. Easement 37389-1, PA 5B Lots G and M.pdf
2. Certificate of Acceptance - Easement for 37389-1, PA 5B Lots G and M.docx
3. Easement 37389-4, PA 12 Lot H.pdf
4. Certificate of Acceptance - Easement for 37389-4, PA 12 Lot H.docx
5. Easement 37389-F, PA 13 Lot H.pdf
6. Certificate of Acceptance - Easement for 37389-F, PA 13 Lot H.docx

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-570-009 & 020

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

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

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

IN WITNESS THEREOF, these presents have executed this instrument this 10th day of February, 2026.

Tri Pointe Homes IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, VP of Project Management
Name and Title (Type)

See acknowledgements attached to this document.

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

State of California)
County of Riverside)

On 2/10/26, before me, Edelmira Gonzales/Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Edelmira Gonzales (Seal)

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

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

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0015
LEGAL DESCRIPTION

VARIOUS STRIPS OF LAND LYING WITHIN LOTS G AND M OF TRACT NO. 37389-1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 485, PAGES 68 THROUGH 75, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

STRIP 1:

COMMENCING AT THE CENTERLINE INTERSECTION OF CEDARWOOD DRIVE, HAVING A HALF WIDTH OF 28.00 FEET, AND APEX STREET, HAVING A HALF WIDTH OF 46.00 FEET, SHOWN AS LOT E ON SAID TRACT NO. 37389-1;

THENCE ALONG SAID CENTERLINE OF APEX STREET SOUTH 47°42'07" WEST 108.26 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 850.00 FEET;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE OF APEX STREET, THROUGH A CENTRAL ANGLE OF 0°04'44", AN ARC LENGTH OF 1.17 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF APEX STREET NORTH 42°22'37" WEST 46.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID APEX STREET, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF SAID LOT G, SAID POINT ALSO BEING ON A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 896.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 42°22'37 WEST, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHWESTERLY ALONG SAID CURVE, SAID NORTHWESTERLY RIGHT OF WAY LINE AND SAID SOUTHEASTERLY LINE OF LOT G, THROUGH A CENTRAL ANGLE OF 1°09'04", AN ARC LENGTH OF 18.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE AND SAID SOUTHEASTERLY LINE OF LOT G NORTH 42°57'09" WEST 11.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 907.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 43°31'16" WEST;

THENCE NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, THROUGH A CENTRAL ANGLE OF 1°08'14", AN ARC LENGTH OF 18.00 FEET;

THENCE SOUTH 42°57'09" EAST 11.00 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 198 SQUARE FEET, MORE OR LESS.

STRIP 2:

A 46.00 FOOT WIDE STRIP OF LAND LYING WITH SAID LOT M OF TRACT NO. 37389-1, LYING 23.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBE CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF CEDARWOOD DRIVE, HAVING A HALF WIDTH OF 28.00 FEET, AND APEX STREET, HAVING A HALF WIDTH OF 46.00 FEET, SHOWN AS LOT E ON SAID TRACT NO. 37389-1;

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0015
LEGAL DESCRIPTION

THENCE ALONG SAID CENTERLINE OF APEX STREET NORTH 47°42'07" EAST 159.77;

THENCE PERPENDICULAR TO SAID CENTERLINE OF APEX STREET NORTH 42°17'53" WEST 46.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID APEX STREET, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF SAID LOT M AND THE **TRUE POINT OF BEGINNING**;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE AND SAID SOUTHEASTERLY LINE OF LOT M NORTH 42°17'53" WEST 8.00 FEET TO THE **POINT OF TERMINUS**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 368 SQUARE FEET, MORE OR LESS.

STRIP 3:

COMMENCING AT THE CENTERLINE INTERSECTION OF CLOVER DRIVE, HAVING A HALF WIDTH OF 35.00 FEET, AND APEX STREET, HAVING A HALF WIDTH OF 46.00 FEET, SHOWN AS LOT E ON SAID TRACT NO. 37389-1, SAID POINT BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,200.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 61°05'08" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE AND SAID CENTERLINE OF APEX STREET, THROUGH A CENTRAL ANGLE OF 7°43'28", AN ARC LENGTH OF 161.78 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF APEX STREET NORTH 53°21'40" WEST 46.00 FEET TO THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID APEX STREET, SAID POINT ALSO BEING ON THE SOUTHEASTERLY LINE OF SAID LOT M, SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1,154.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 53°21'40 EAST, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE SOUTHWESTERLY ALONG SAID CURVE, SAID NORTHWESTERLY RIGHT OF WAY LINE AND SAID SOUTHEASTERLY LINE OF LOT M, THROUGH A CENTRAL ANGLE OF 0°53'37", AN ARC LENGTH OF 18.00 FEET;

THENCE LEAVING SAID NORTHWESTERLY RIGHT OF WAY LINE AND SAID SOUTHEASTERLY LINE OF LOT M NORTH 52°54'51" WEST 10.96 FEET;

THENCE NORTH 37°05'09" EAST 18.00 FEET;

THENCE SOUTH 52°4'51" EAST 10.96 FEET TO THE **TRUE POINT OF BEGINNING**.

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 198 SQUARE FEET, MORE OR LESS.

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

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

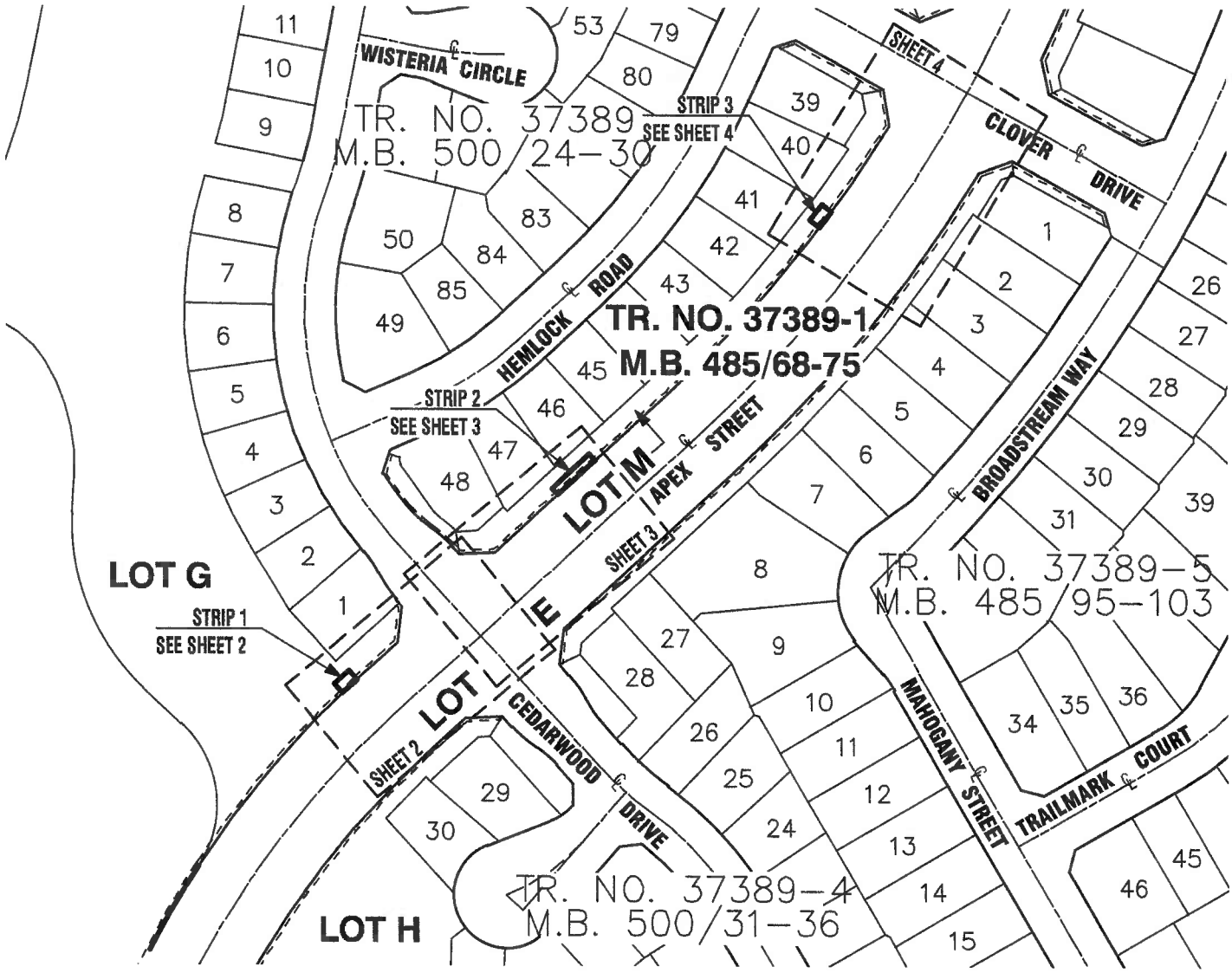
2.5.26

DARYL J. CHRISTIAN, PLS 8554 DATE



EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0015
PLAT TO ACCOMPANY LEGAL DESCRIPTION



NOTE:

SEE SHEET 2 FOR STRIP 1
SEE SHEET 3 FOR STRIP 2
SEE SHEET 4 FOR STRIP 3

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

SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF:

2-5-26

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

SCALE: 1" = 150'

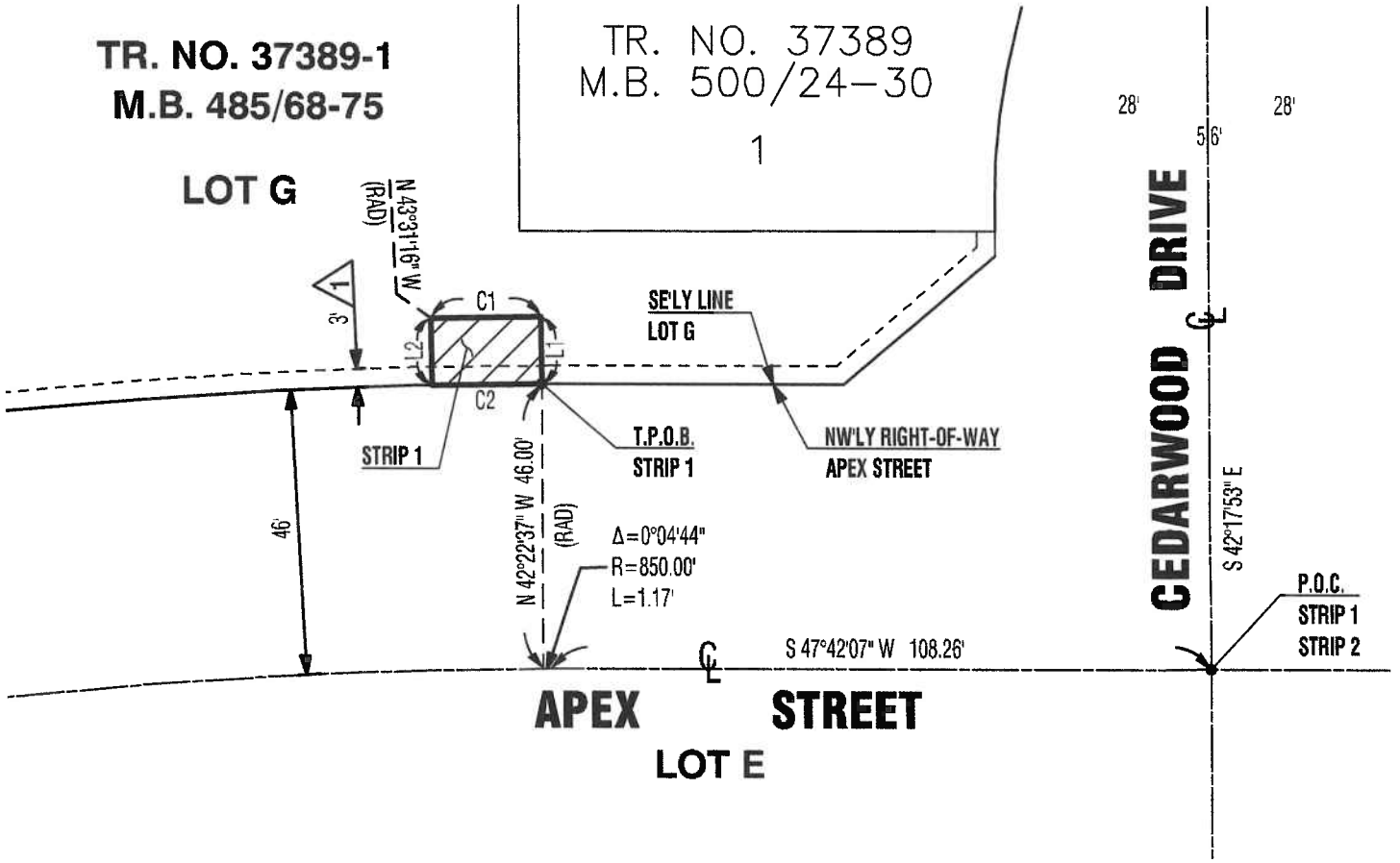
150 75 0 150

GRAPHIC SCALE

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

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0015
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

INDICATES PUBLIC ELECTRIC EASEMENT AREA
STRIP 1 CONTAINS: 198 S.F.

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
SE'LY	SOUTHEASTERLY
NW'LY	NORTHWESTERLY

EASEMENT NOTES:

1. INDICATES A NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN ON TRACT NO. 37389-1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 485, PAGES 68 THROUGH 75, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	1°08'14"	907.00'	18.00'	9.00'
C2	1°09'04"	896.00'	18.00'	9.00'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	S 42°57'09" E	11.00'
L2	N 42°57'09" W	11.00'

SCALE: 1" = 30'

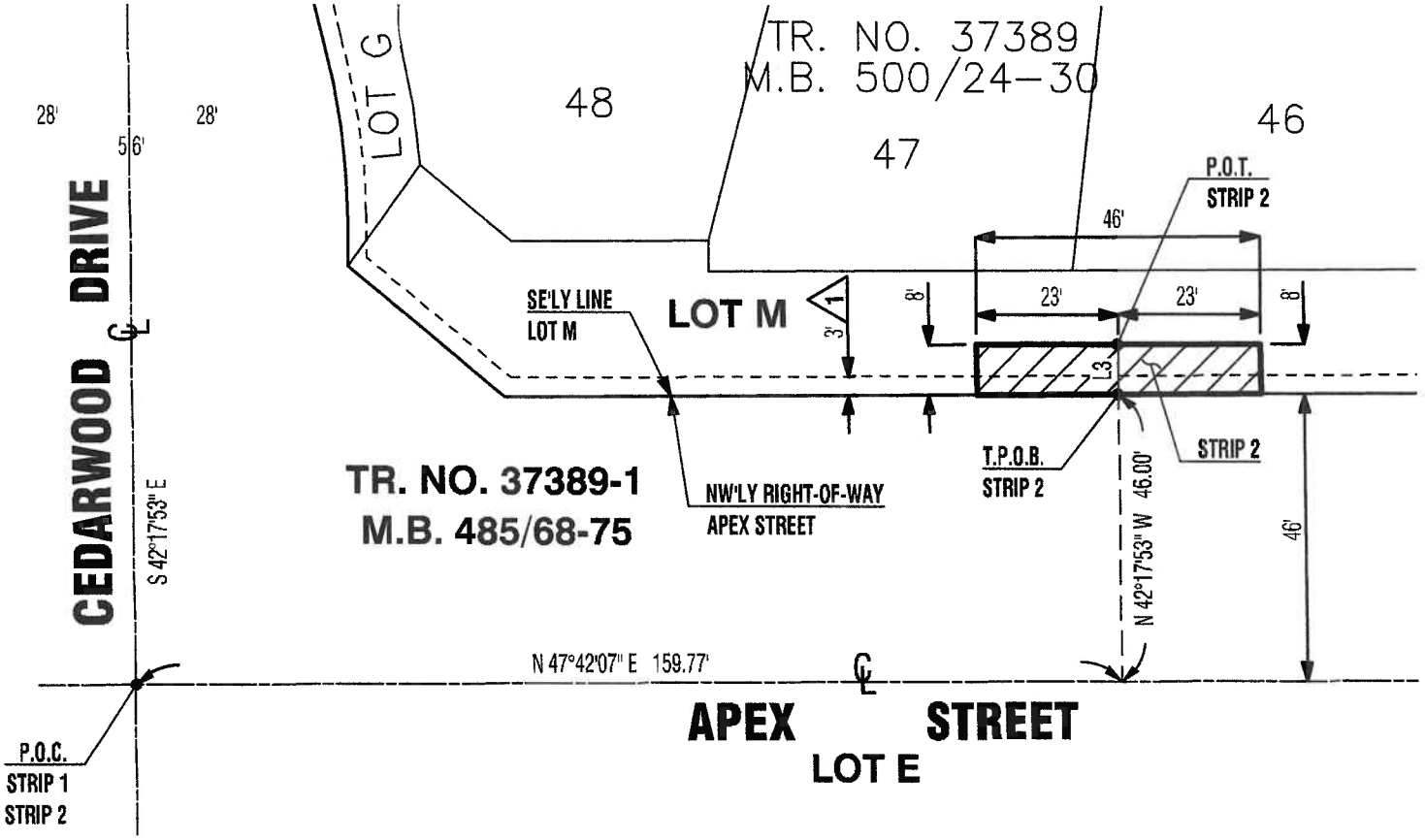
30 15 0 30

GRAPHIC SCALE

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

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0015
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

INDICATES PUBLIC ELECTRIC EASEMENT AREA
STRIP 2 CONTAINS: 368 S.F.

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
SE'LY	SOUTHEASTERLY
NW'LY	NORTHWESTERLY

EASEMENT NOTES:

(1) INDICATES A NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN ON TRACT NO. 37389-1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 485, PAGES 68 THROUGH 75, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

LINE TABLE

LINE #	BEARING	DISTANCE
L3	N 42°17'53" W	8.00'

SCALE: 1" = 30'

30 15 0 30

GRAPHIC SCALE

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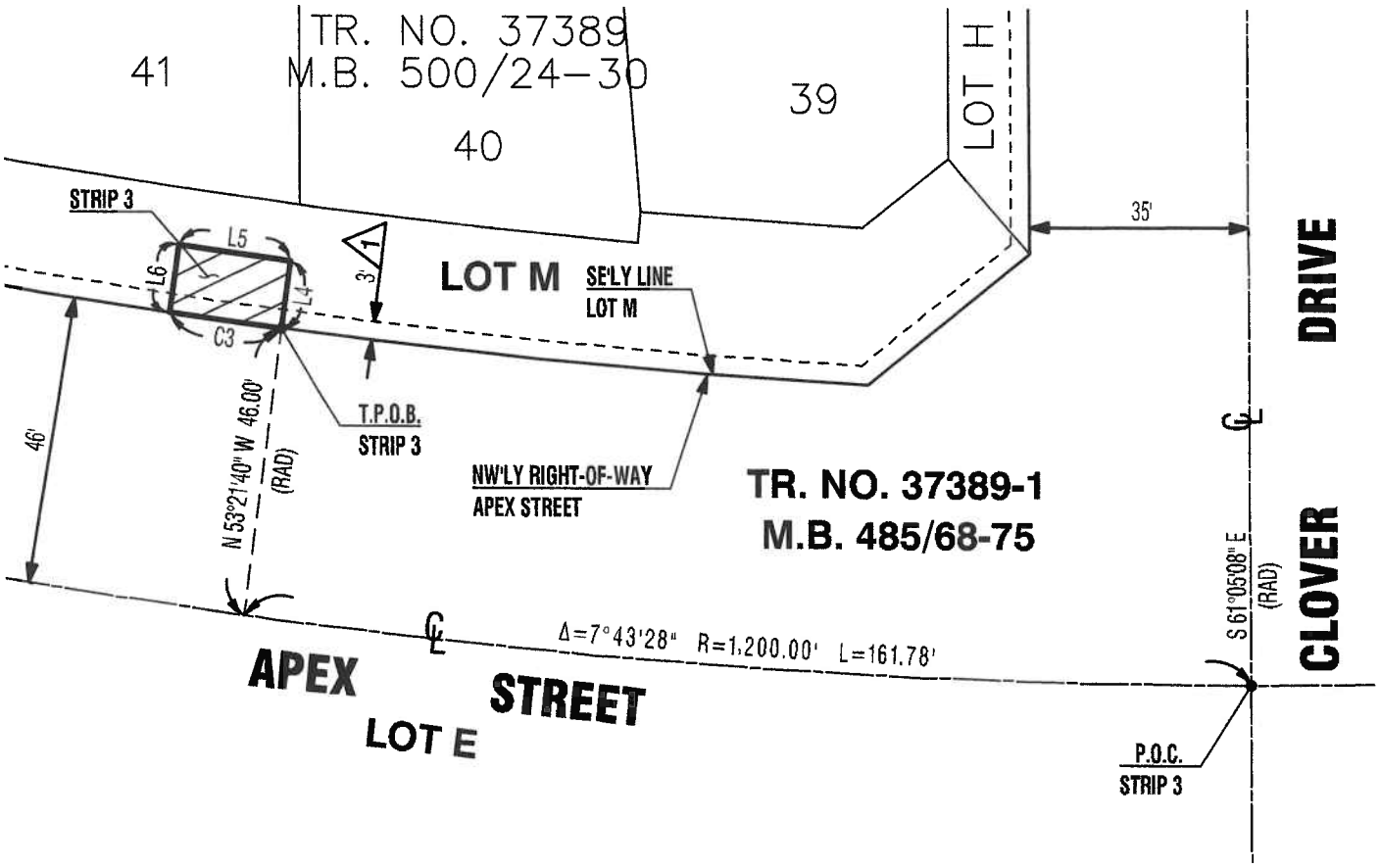
PLANNERS ENGINEERS SURVEYORS

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0015
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

INDICATES PUBLIC ELECTRIC EASEMENT AREA
STRIP 3 CONTAINS: 198 S.F.

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
SE'LY	SOUTHEASTERLY
NW'LY	NORTHWESTERLY

EASEMENT NOTES:

(1) INDICATES A NON-EXCLUSIVE USE EASEMENT, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN ON TRACT NO. 37389-1, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 485, PAGES 68 THROUGH 75, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C3	0°53'37"	1154.00'	18.00'	9.00'

LINE TABLE

LINE #	BEARING	DISTANCE
L4	S 52°54'51" E	10.96'
L5	N 37°05'09" E	18.00'
L6	N 52°54'51" W	10.96'

SCALE: 1" = 30'

30 15 0 30

GRAPHIC SCALE

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

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Tri Pointe Homes, IE-SD, Inc.,** dated 02/10/2026, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 24th day of March 2026, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: March 24, 2026

CITY OF BANNING

_____
Sandra Calderon, Deputy City Clerk

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-570-049

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

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

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

IN WITNESS THEREOF, these presents have executed this instrument this 2nd day of February, 2026.

Tri Pointe Homes IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, VP of Project Management
Name and Title (Type)

ACKNOWLEDGMENT

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

State of California
County of Riverside)

On 2-2-26 before me, Loretta Saginario-Ballou, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

XSC1 LORETTA SAGINARIO BALLOU XSC1
COMM. #2509383
NOTARY PUBLIC - CALIFORNIA
RIVERSIDE COUNTY
My Comm. Expires Feb. 9, 2029

Signature Loretta Saginario Ballou (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0016
LEGAL DESCRIPTION

BEING A PORTION OF LAND LYING WITHIN LOT "H" OF TRACT NO. 37389-4, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 500, PAGES 31 THROUGH 36, INCLUSIVE, RECORDS OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF MAHONIA COURT, HAVING A HALF WIDTH OF 28.00 FEET, AND CEDARWOOD DRIVE, HAVING A HALF WIDTH OF 28.00 FEET, AS SHOWN ON SAID TRACT NO. 37389-4, SAID POINT BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 41°07'30" WEST;

THENCE NORTHWESWTERLY ALONG SAID CURVE AND SAID CENTERLINE OF CEDARWOOD DRIVE, THROUGH A CENTRAL ANGLE OF 6°34'37", AN ARC LENGTH OF 34.44 FEET;

THENCE CONTINUING ALONG SAID CENTERLINE OF CEDARWOOD DRIVE NORTH 42°17'53" WEST 46.12 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF CEDARWOOD DRIVE NORTH 47°42'07" EAST 30.42 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID CEDARWOOD DRIVE, SAID POINT ALSO BEING ON THE SOUTHWESTERLY LINE OF SAID LOT "H", SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 90.00 FEET, A RADIAL LINE TO SAID POINT BEARS SOUTH 61°01'18 WEST, ALSO BEING THE **TRUE POINT OF BEGINNING**;

THENCE NORTHWESTERLY ALONG SAID CURVE, SAID NORTHEASTERLY RIGHT OF WAY LINE AND SAID SOUTHWESTERLY LINE OF LOT "H", THROUGH A CENTRAL ANGLE OF 1°53'01", AN ARC LENGTH OF 2.96 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 110.00 FEET, A RADIAL LINE TO SAID POINT BEARS NORTH 62°54'20" EAST;

THENCE NORTHWESTERLY ALONG SAID REVERSE CURVE, SAID NORTHEASTERLY RIGHT OF WAY LINE AND SAID SOUTHWESTERLY LINE OF LOT "H", THROUGH A CENTRAL ANGLE OF 7°50'59", AN ARC LENGTH OF 15.07 FEET;

THENCE LEAVING SAID NORTHEASTERLY RIGHT OF WAY LINE AND SAID SOUTHWESTERLY LINE OF LOT "H" NORTH 61°43'10" 11.27 FEET;

THENCE SOUTH 28°16'50" EAST 18.00 FEET;

THENCE SOUTH 61°43'10" WEST 10.57 FEET TO THE **TRUE POINT OF BEGINNING.**

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 193 SQUARE FEET, MORE OR LESS.

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0016
LEGAL DESCRIPTION

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

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

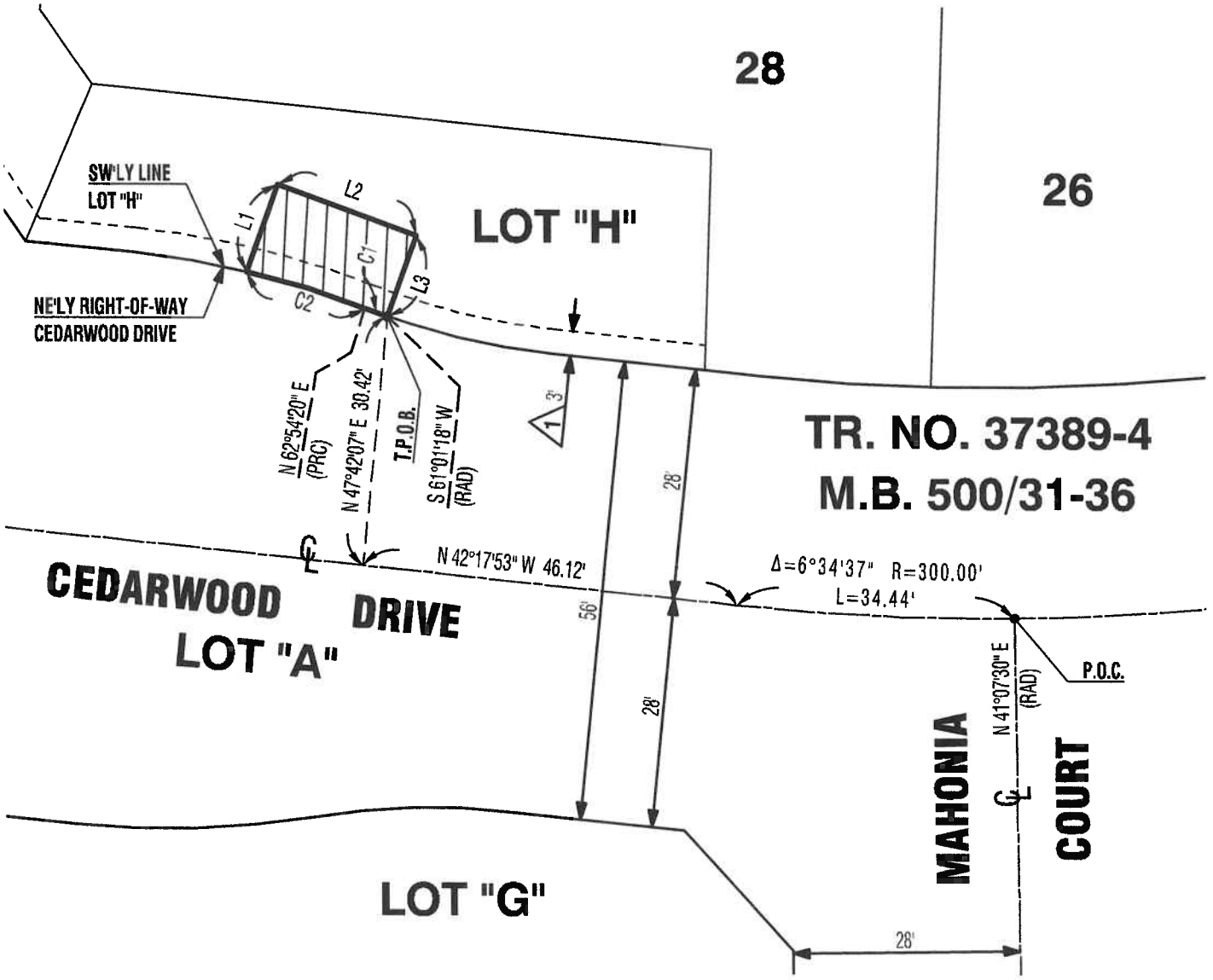
1.30.26

DARYL J. CHRISTIAN, PLS 8554 DATE



EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0016
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

INDICATES PUBLIC ELECTRIC EASEMENT AREA
CONTAINS: 193 S.F.

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
SW'LY	SOUTHWESTERLY
NE'LY	NORTHEASTERLY
RAD	RADIAL
PRC	POINT OF REVERSE CURVATURE

NOTE:

SEE SHEET 2 FOR EASEMENT NOTES & LINE AND CURVE TABLES.

SCALE: 1" = 20'

20 10 0 20

GRAPHIC SCALE

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

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0016
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EASEMENT NOTES:

(1) INDICATES A NON-EXCLUSIVE USE EASEMENT, LYING ADJACENT TO LOTS "A" THROUGH "F", INCLUSIVE, DEDICATED TO THE CITY OF BANNING FOR PUBLIC UTILITY PURPOSES, AS SHOWN ON TRACT NO. 37389-4, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FILED IN BOOK 500, PAGES 31 THROUGH 36, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

CURVE TABLE

CURVE #	DELTA	RADIUS	LENGTH	TANGENT
C1	1°53'01"	90.00'	2.96'	1.48'
C2	7°50'59"	110.00'	15.07'	7.55'

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N 61°43'10" E	11.27'
L2	S 28°16'50" E	18.00'
L3	S 61°43'10" W	10.57'

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

SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF:

1-30-26

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

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

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Tri Pointe Homes, IE-SD, Inc.,** dated 02/02/2026, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 24th day of March 2026, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: March 24, 2026

CITY OF BANNING

_____
Sandra Calderon, Deputy City Clerk

EXEMPT RECORDING REQUESTED BY

City of Banning

PER GOV'T CODE 6103

AND WHEN RECORDED MAIL TO:

City of Banning – City Clerk
P.O. Box 998
Banning, CA 92220

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 408-570-009

EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES

The undersigned, being the present title owner(s) of record of the herein described parcel of land (Grantor(s), do hereby grant to the City of Banning, a California municipal corporation, and its successors or assigns (Grantee), an easement for public electric utility purposes, as more fully described herein, over, under and across the real property situated in the City of Banning, County of Riverside, State of California, described in Exhibit "A" (Public Electric Easement Legal Description) and shown on Exhibit "B" (Public Electric Easement Boundary Plat Map) attached hereto and incorporated herein by this reference as though set forth in full.

This easement for public electric utility purposes is for Grantee's construction, maintenance, reconstruction, and use of overhead and underground electrical lines, together with any and all appurtenances thereto, including, but not limited to, conduits, poles, vaults and wires, and the right, from time to time, to trim or cut down any and all trees, bushes and brush now or hereafter within the easement area or along each side of the easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the facilities installed hereunder or that Grantee deems necessary to comply with applicable City, state and federal laws and regulations. Grantor further agrees not to erect, place or maintain, nor permit the erection, placement or maintenance of any building, planter box or boxes, structure or fill soil in the easement area described in Exhibit "A" and shown on Exhibit "B".

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

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

IN WITNESS THEREOF, these presents have executed this instrument this 10th day of February, 2026.

Tri Pointe Homes IE-SD, Inc.
Individual/Corporation (Type Name)

Signature

Brian Ortwein, VP of Project Management
Name and Title (Type)

See acknowledgements attached to this document.

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

State of California)
County of Riverside)

On 2/10/26, before me, Edelmira Gonzales/Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Edelmira Gonzales

(Seal)

EDELMIRA GONZALES
NOTARY PUBLIC - CALIFORNIA
COMMISSION # 2466323
RIVERSIDE COUNTY
My Comm. Exp. October 12, 2027

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

State of California)
County of Riverside)

On _____, before me, _____,
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature_____ (Seal)

EXHIBIT "A"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. RW 25-0017
LEGAL DESCRIPTION

BEING A 16.00 FOOT WIDE STRIP OF LAND LYING WITHIN LOT H OF TRACT NO. 37389, IN THE CITY OF BANNING, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS FILED IN MAP BOOK 500, PAGES 24 THROUGH 30, INCLUSIVE, RECORDS OF SAID COUNTY, LYING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE CENTERLINE INTERSECTION OF HEMLOCK ROAD, HAVING A HALF WIDTH OF 28.00 FEET, AND CLOVER DRIVE, HAVING A HALF WIDTH OF 35.00 FEET, AS SHOWN ON SAID TRACT NO. 37389;

THENCE ALONG SAID CENTERLINE OF CLOVER DRIVE SOUTH 61°05'08" EAST 61.25 FEET;

THENCE PERPENDICULAR TO SAID CENTERLINE OF CLOVER DRIVE SOUTH 28°54'52" WEST 35.00 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID CLOVER DRIVE, SAID POINT ALSO BEING ON THE NORTHERLY LINE OF SAID LOT H AND THE **TRUE POINT OF BEGINNING**;

THENCE CONTINUING SOUTH 28°54'52" WEST 13.00 FEET TO THE **POINT OF TERMINUS.**

SAID PUBLIC ELECTRIC EASEMENT CONTAINS 208 SQUARE FEET, MORE OR LESS.

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

SEE EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

PREPARED UNDER THE SUPERVISION OF:

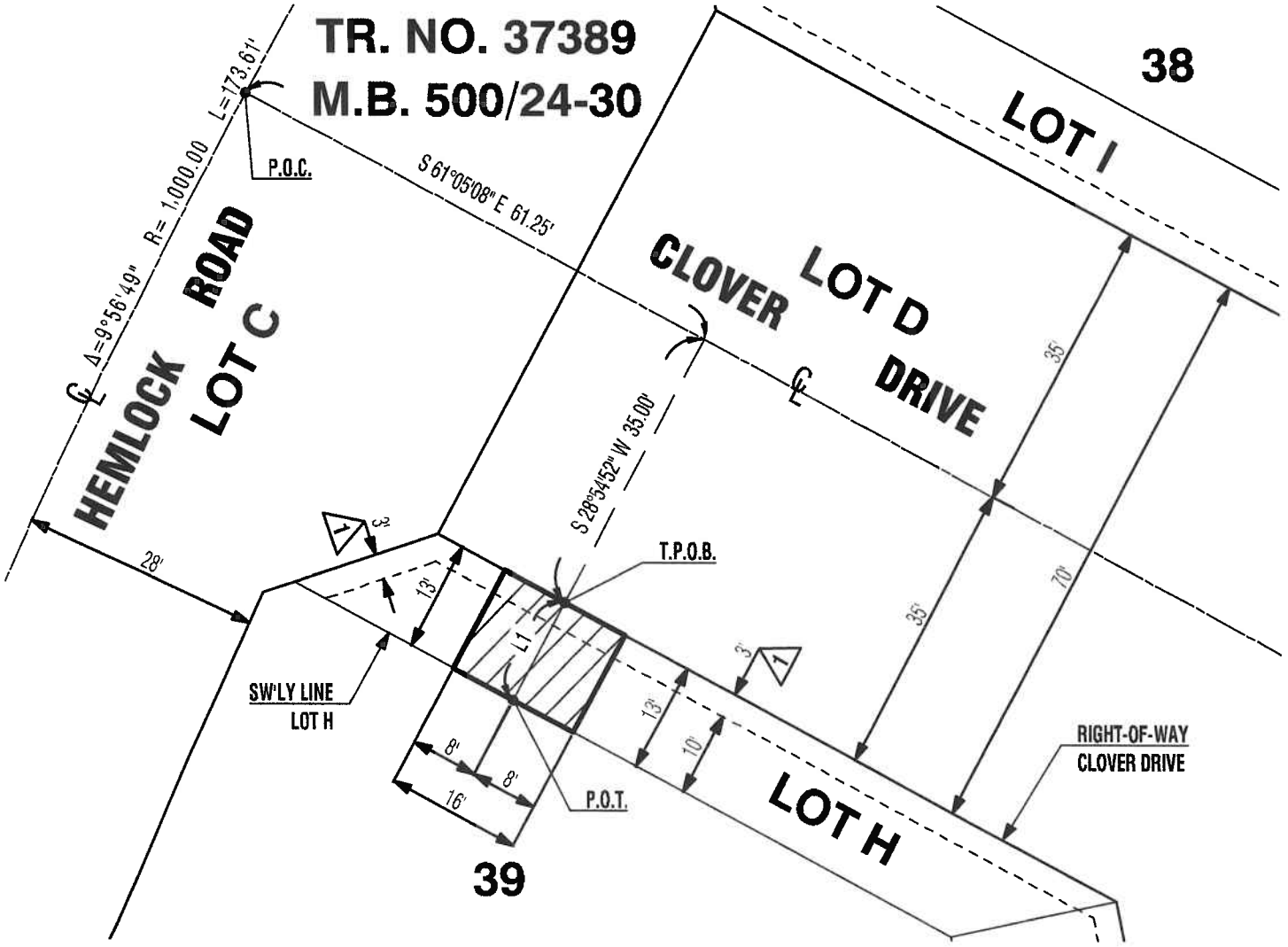
2-5-26

DARYL J. CHRISTIAN, PLS 8554 DATE



EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0017
PLAT TO ACCOMPANY LEGAL DESCRIPTION



LEGEND:

INDICATES PUBLIC ELECTRIC EASEMENT AREA
CONTAINS: 208 S.F.

P.O.C.	POINT OF COMMENCEMENT
T.P.O.B.	TRUE POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS
SW'LY	SOUTHWESTERLY

NOTE:

SEE SHEET 2 FOR EASEMENT NOTES

SCALE: 1" = 20'

20 10 0 20

GRAPHIC SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S 28°54'52" W	13.00'

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

EXHIBIT "B"

PUBLIC ELECTRIC EASEMENT
CITY OF BANNING PROJECT ID NO. 25-0017
PLAT TO ACCOMPANY LEGAL DESCRIPTION

EASEMENT NOTES:

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

SURVEYOR'S CERTIFICATE
PREPARED UNDER THE SUPERVISION OF:

2-5-26

DARYL J. CHRISTIAN DATE
LICENSED LAND SURVEYOR NO. 8554

MDS CONSULTING
5 PETERS CANYON ROAD
SUITE 305
IRVINE, CA 92606
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PLANNERS ENGINEERS SURVEYORS

Recording Requested by:

City Clerk
City of Banning
P.O. Box 998
Banning, CA 92220

NO RECORDING FEE PER SECTION 6103 OF THE GOVERNMENT CODE

CERTIFICATE OF ACCEPTANCE

This is to certify that the EASEMENT – PUBLIC ELECTRIC UTILITY PURPOSES from **Tri Pointe Homes, IE-SD, Inc.,** dated 02/10/2026, is hereby accepted by THE CITY OF BANNING pursuant to authority conferred by the City Council this 24th day of March 2026, and the grantees consent to recordation thereof by its duly authorized agent.

Dated: March 24, 2026

CITY OF BANNING

_____
Sandra Calderon, Deputy City Clerk

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Shah Nawaz, Deputy Water/Wastewater Director** **Art Vela, Director of Public Works**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-52, Adopting the Water Supply Verification for Tract No. 39259 and 39262 (Atwell Specific Plan Phases 3B & 4A-1).**

RECOMMENDATION:

Adopt Resolution 2026-52

BACKGROUND:

California Government Code §66473.7 requires affirmative written verification from the water purveyor of the public water system that sufficient water supplies are available for projects meeting certain criteria. In the case of Tract No. 39259 and 39262, Atwell Specific Plan Phases 3B & 4A-1 with a combined area of 217.2 acres and 985 residential units, which is over the 500 Equivalent Dwelling Units (EDUs) threshold requiring written verification of sufficient water supplies.

California Water Code §10910 requires the preparation of a water supply assessment, which provides substantial evidence in support of the written verification. A water supply assessment (WSA) was previously prepared for the entire Atwell Specific Plan (previously Butterfield Specific Plan) and approved by City Council with final modifications in 2011.

In addition to the WSA prepared for the entire Specific Plan, each individual tract map with water demands in excess of 500 equivalent dwelling units (EDUs) requires the preparation of a Water Supply Verification, pursuant to California Senate Bill 221 (Chapter 642, Statutes of 2001) and Government Code §66473.7(a)(1). If the water demand of the proposed project was accounted for in the most recent Urban Water Management Plan (UWMP), the water supply verification may draw upon the information and analysis in the UWMP previously prepared by the City. The City prepared and adopted its 2020 UWMP as of June 2021, and the prepared Water Supply Verification relied on the information within the City's UWMP.

The Water Supply Verification, prepared by the City's consultant (West & Associates Engineering, Inc.) demonstrates that the City's water supply will meet the water demands of the proposed Project. The combined indoor and outdoor water demands for Tract No. 39259 and 39262; Phases 3B and 4A-1 are estimated at 538 acre-feet per year. For the years 2025 through 2045, the City has a projected water supply of 14,398 acre-feet per year. In addition, at the end of calendar year 2024, the City of Banning maintains a storage account in the Beaumont Basin, currently estimated at 49,225 acre-feet. Furthermore, in the near future, it is anticipated that conversion due to the production of recycled and conversions to non-potable irrigation will increase potable availability (groundwater) by 929 acre-feet per year in 2030 to 2,307 acre-feet per year in 2045. The City produced a total of approximately 8,111 acre-

feet to meet demands during the 2024 calendar year.

JUSTIFICATION:

The WSV prepared for Tract No. 39259 and 39262 (Atwell Specific Plan Phases 3B & 4A-1) are subject to and meet the requirements of the California Water and Government Codes.

FISCAL IMPACT:

There are no costs from the City's existing budget involved with the above action, however the proposed development will generate operational and impact fee revenues for the City's water funds.

ATTACHMENTS:

1. Resolution 2026-52.docx
2. Exhibit A_WSV for Tracts 39259 and 39262 (ATWELL PHASES 3B & 4A-1).pdf

RESOLUTION 2026-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, ADOPTING THE WATER SUPPLY VERIFICATION FOR TRACT NO. 39259 & 39262 (ATWELL SP PHASE 3B & 4A-1)

WHEREAS, the City is the Water Purveyor for the water service area of the City of Banning; and

WHEREAS, a Water Supply Verification (WSV) has been prepared by the City's consultant West & Associates Engineering, Inc for Tract No. 39259 & 39262; Atwell Phase SP 3B and $A-1 (Project); and

WHEREAS, the proposed Project is subject to California Senate Bill 221 (Chapter 642, Statutes of 2001) requiring a WSV because it is a Subdivision, pursuant to Government Code §66473.7(a)(1); and

WHEREAS, the WSV must be approved by the governing body of the public water system, the City of Banning; and

WHEREAS, the City has prepared and adopted its 2020 Urban Water Management Plan (UWMP) as of June 8, 2021; and

WHEREAS, the City approved a final version of the Water Supply Assessment (WSA) in December 2011 for the Butterfield Specific Plan; and

WHEREAS, the WSV prepared for the Project, attached and incorporated herein by this reference, relies on the information within the Butterfield Specific Plan WSA and the City's adopted 2020 UWMP that indicates the City will have a sufficient water supply during the period from 2020 to 2045 during normal, single, and multiple dry years; and

WHEREAS, the City's water supply will meet the water demands of this proposed Project, existing uses, and other future uses.

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

SECTION 1. The City Council hereby makes the following findings related to the WSV:

California Government Code §66473.7 requires affirmative written verification from the water purveyor of the public water system that sufficient water supplies are available for projects meeting certain criteria. In the case of Tract No. 39259 and 39262, Atwell Specific Plan Phases 3B & 4A-1 with combined area of 217.2 acres and 985 residential units, which is over the 500 Equivalent Dwelling Units (EDUs) threshold requiring written verification of sufficient water supplies.

California Water Code §10910 requires the preparation of a water supply assessment, which provides substantial evidence in support of the written verification. A water supply assessment (WSA) was previously prepared for the entire Atwell SP (previously Butterfield SP) and approved by City Council with final modifications in 2011.

In addition to the WSA prepared for the entire SP, each individual tract map with water demands in excess of 500 equivalent dwelling units (EDUs) requires the preparation of a Water Supply Verification, pursuant to California Senate Bill 221 (Chapter 642, Statutes of 2001) and Government Code §66473.7(a)(1). If the water demand of the proposed project was accounted for in the most recent Urban Water Management Plan (UWMP), the water supply verification may draw upon the information and analysis in the UWMP previously prepared by the City. The City prepared and adopted its 2020 UWMP as of June 2021, and the prepared Water Supply Verification relied on the information within the City's UWMP.

The Water Supply Verification, prepared by the City's consultant (West & Associates Engineering, Inc.) demonstrates that the City's water supply will meet the water demands of the proposed Project. The combined indoor and outdoor water demands for Tract No. 39259 and 39262; Phases 3B and 4A-1 are estimated at 538 acre-feet per year. For the years 2025 through 2045, the City has a projected water supply of 14,398 acre-feet per year. In addition, at the end of calendar year 2024, the City of Banning maintains a storage account in the Beaumont Basin, currently estimated at 49,225 acre-feet. Furthermore, in the near future, it is anticipated that conversion due to the production of recycled and conversions to non-potable irrigation will increase potable availability (groundwater) by 929 acre-feet per year in 2030 to 2,307 acre-feet per year in 2045. The City produced a total of approximately 8,111 acre-feet to meet demands during the 2024 calendar year.

Based on the above findings and the substantial evidence in the record including the WSA, WSV, staff report, and other documents incorporated therein, the City Council hereby finds that the public water system's total projected water supplies available during normal, single dry and multiple dry water years during a 20-year projection will meet the projected water demand associated with the proposed Project, in addition to the public water system's existing and planned future uses, including agricultural and manufacturing uses.

SECTION 2. The City Council hereby approves the Water Supply Verification, dated March 2026, for Tract No. 39259 and 39262, Atwell Specific Plan Phases 3B & 4A-1.

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

PASSED, APPROVED AND ADOPTED this 24th day of March 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 2026-52, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Water Supply Verification

Water Supply Verification

Atwell Specific Plan Phases 3B and 4A-1

(Tract Maps 39259 and 39262)

Developer: Tri Pointe Homes
Corona, CA

March, 2026







WEST&ASSOCIATES
ENGINEERING, INC.

Water Supply Verification
Atwell Specific Plan Phases 3B and 4A-1
(Tract Maps 39259 and 39262)

City of Banning, CA
Public Works Department
99 East Ramsey Street
Banning, CA 92220
(951) 922-3130

Developer
Tri Pointe Homes -
Inland Empire Division Office
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Section 1: Executive Summary

The purpose of this report is to provide an evaluation of the adequacy of total existing and future water supplies available to serve the proposed **Specific Plan Phases 3B and 4A-1** (Development) of the "Atwell" Project, which will encompass **Tract Numbers 39259 and 39262**, respectively. This WSV anticipates adequate water will be available to the Development during normal, single dry, and multiple dry water years during a 20-year projection. A Water Supply Verification (WSV) is mandated by California Government Code Section 66473.7 for a subdivision that includes proposed residential development of more than 500 dwelling units, which applies to this Development.

This WSV relies in part on the Water Supply Assessment (WSA) for the Butterfield Specific Plan ("Atwell" Project) that RBF Consulting prepared in June 2011 along with part of the Draft Environmental Impact Report (EIR) and later modified in December 2011 by Section 4.1 of the Final EIR. This fulfilled the requirements of SB 610 when the Specific Plan was approved and the EIR was certified.

1.1 SCOPE OF WATER SUPPLY VERIFICATION (WSV)

The City of Banning Public Works Department provides domestic water services to the City of Banning (City) and portions of unincorporated Riverside County located southwesterly of the City limits. The City of Banning would provide water to all portions of the Development. This WSV documents sources of water supply, quantifies water demands, evaluates drought impacts, and provides a comparison of water supply and demand, and will serves as the basis for the City to determine if adequate water will be available during normal, single dry, and multiple dry water years during a 20-year projection to meet the projected water demand associated with the Development. The Development is described in more detail later in **Section 2**.

The scope of this WSV is defined under California Government Code Section 66473.7, which includes the following elements:

1. 66473.7(b): The City shall include as a condition in any tentative map that includes a subdivision a requirement that a sufficient water supply shall be available. Proof of the availability of a sufficient water supply shall be based on written verification from the applicable public water system within ninety (90) days of a request.

2. 66473.7(c): The verification shall be supported by substantial evidence, which may include the City's most recently adopted Urban Water Management Plan (UWMP), adopted pursuant to Water Code Section 10610.

    a. The entire Atwell Project water demands were accounted for as part of the 2015 and 2020 UWMPs, therefore this WSV will verify those findings.

This WSV does not specifically address funding of new or existing supplies. To serve the Development, the Developer (Tri-Pointe Homes) will be required to fund the acquisition of new supplemental supplies, including the treatment and distribution thereof. The extent of additional funding will be determined by the City and may take the form of new connection (capacity) fees or separate, miscellaneous charges. The City will also prepare a "Will Serve Letter", which will declare that the City will provide a water service connection(s) to the proposed Development. The Will Serve Letter will be issued upon payment of all fees by the Developer.



Section 2: Proposed Development

The Atwell Specific Plan Phase 3B has a project area of 160.02 acres and 792 Dwelling Units, consisting of residential lots, open space and lettered lots, private common driveways, and public streets. The Atwell Specific Plan Phase 4A-1 has a project area of 68.74 acres and 193 Dwelling Units, consisting of residential lots, open space and lettered lots, private common driveways, and public streets. The northern portion of Phase 4A will be processed at a later time. This brings the total Atwell Specific Plan Phase 3B and 4A-1 (Development) project area to **228.76 acres** and **985 Dwelling Units,** all within the Butterfield Specific Plan (now “Atwell" Project).

As outlined in the Butterfield Specific Plan (“Atwell” Project), Phase 3B establishes eleven (11) Planning Areas, including: 31, 36, 37, 46, 47A, 47C, 48A, 49A, 49B, 53, and 63A. As shown in **Figure 2**, seven (7) of the Planning Areas {46, 47A, 47C, 48A, 49A, 49B, and 53} are designated for residential use, and four (4) of the Planning Areas {31, 36, 37, and 63A} are designated for open space use (parks, etc.). As outlined in the Butterfield Specific Plan (“Atwell” Project), Phase 4A-1 establishes four (4) Planning Areas, including: 50A, 51, 74, and 75. As shown in **Figure 2**, two (2)

of the Planning Areas {50A and 51} are designated for residential use, and two (2) of the Planning Areas {74 and 75} are designated for open space use (parks, flood control, reservoirs, etc.). The Planning Areas will be designed, permitted, and constructed over the course of available funding for the development.

2.1 DEVELOPMENT LOCATION

The Phases 3B and 4A-1 of the Atwell Project are located in the westerly portion of the City, within the northeasterly portion of the Atwell Project, just north of Phase 2B. Phase 3B will encompass Tract Numbers 39259-1, 39259-2, 39259-3, 39259-4, 39259-5, 39259-6, and 39259-F. Phase 4A-1 will encompass Tract Numbers 39262-1, 39262-2, and 39262-F. The Atwell Project is located north of Interstate 10 and west of Highland Home Road, and is bounded on the west by the City's boundary (Highland Springs Avenue). A Location Map/Aerial Photo of the development is included in **Figure 1**.

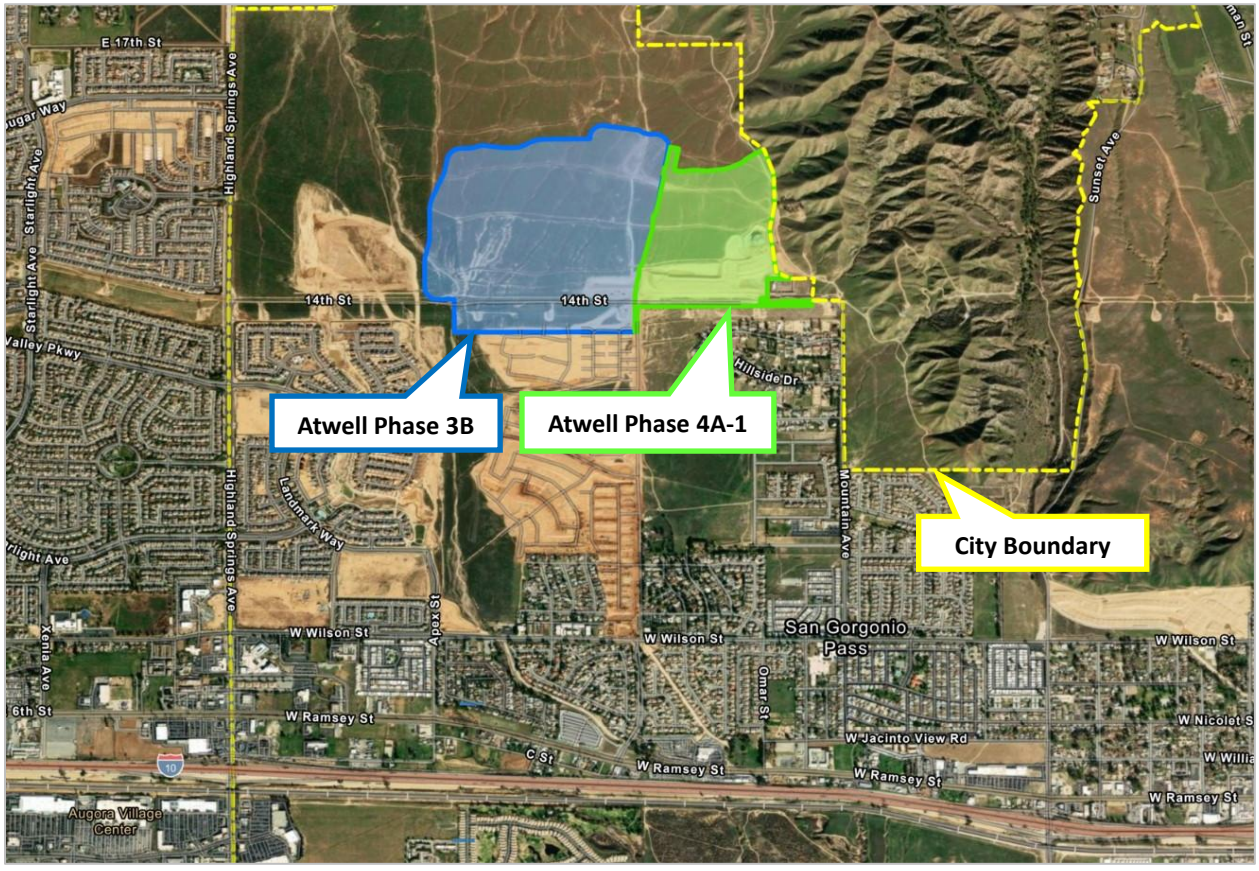

Figure 1. Location Map/Aerial Photo

There are five (5) different land use designations of the Phase 3B portion of the Atwell Project, which include Low-Density Residential, Medium-Density Residential, Medium-Density Residential (Duplexes); however, because it is comprised of 11.95 du/ac the Projected Water Demand will treat this as High-Density Residential placing per the land use designations of the City's General Plan, Open Space/Resources, and Open Space/Parks. There are four (4) different land use designations of the Phase 4A-1 portion of the Atwell Project, which include Low-Density Residential, Medium-Density Residential, Open Space/Resources, and Open Space/Parks. The proposed land use designations are indicated in **Figure 3**.

2.2 DEVELOPMENT WATER DEMANDS

This WSV will verify the findings of the 2020 UWMP that determined sufficient water supply of the City to serve Phases 3B and 4A-1 of the Atwell Project during normal, dry-year, and multiple-dry year scenarios through 2045. The projected water demands from Phases 3B and 4A-1 Development are shown in **Table 1** below:

Table 1: Atwell Phases 3B and 4A-1 Development Water Demands

Land Use	Acres (See Figure 3)	Water Demand Factor (GPD/Acre) 1	Total Daily Water Demand (Gal)	Total Yearly Water Demand (Acre-Feet)
Low-Density Residential	73.86	2,300	169,878	191
Medium-Density Residential	67.36	2,800	188,608	212
High-Density Residential	20.75	3,100	64,325	73
Open Space – Parks / Resources	66.79	1,000	66,790	75
Total	**228.76**	**---**	**489,601**	**551**

1: Source: City of Banning 2018 Integrated Master Plan (IMP), Table 3.5

As indicated in **Table 1** above, Phases 3B and 4A-1 of the Atwell Project is expected to create an overall water demand of approximately **551 AF**.

2.3 2020 UWMP PROJECTIONS

The City's 2020 Urban Water Management Plan (2020 UWMP) accounted for two (2) proposed developments, which include the Atwell Project (formerly "Butterfield Specific Plan") and Rancho San Gorgonio Specific Plan.

The 2020 UWMP projected the City's water use for 2025-2045 broken down by sector (2020 UWMP Table 6.6). Two (2) proposed developments (totaling 8,300 connections) were added to the estimate for 2045. Three (3) persons per connection multiplied by 8,300 connections (totaling 24,900 persons) amounts to a Citywide total of 66,400 persons for 2045. Distributed annually over 25 years, this amounts to a population growth of 1,411 persons per year for 25 years. Based off the Consumption Rates (gpcd) shown in the 2020 UWMP, including a 1% Annual Passive Savings, this equates to a water demand of 5,050 AFY in 2045. As indicated in **Table 1**, the total Phases 3B and 4A-1 water demands (551 AFY) are well within the UWMP projections for ultimate (build-out) water demands, even when combined with the Phase 2B water demands (298 AFY), as indicated in the *Water Supply Verification - Atwell Specific Plan Phase 2B*, for a total of 849 AFY. The 2020 UWMP accounted for a water demand of 871 AFY from the Atwell Project in 2026.

The 2020 UWMP determined that if water use efficiency increases, the City can expect to have an adequate water supply in future years. This is in spite of a projected population growth over the next 25 years. Therefore, because the Development's water demand was included in the 2020 UWMP, no further analysis would be required to determine if the City would have adequate water supply in future years to accommodate Phases 3B and 4A-1 of the Development. Notwithstanding, the remaining portions of this WSV provide background information on the City's water system, comparison of water supply to water demand, and conclusions/recommendations for the City.

The 2020 UWMP referred to the Atwell Project size based off the available information at that time, which was 1,543 acres and approximately 4,900 dwelling units. Based off the Developer 2025 data these values have been updated to reflect 1,523 acres and 4,456 dwelling units. The 2020 UWMP also included the Atwell Project's increased population on a linear increase beginning in 2025, since it was unclear at the time how the phasing was to be developed.



Figure 2: Current Planning Areas (Atwell Phases 3B and 4A-1)

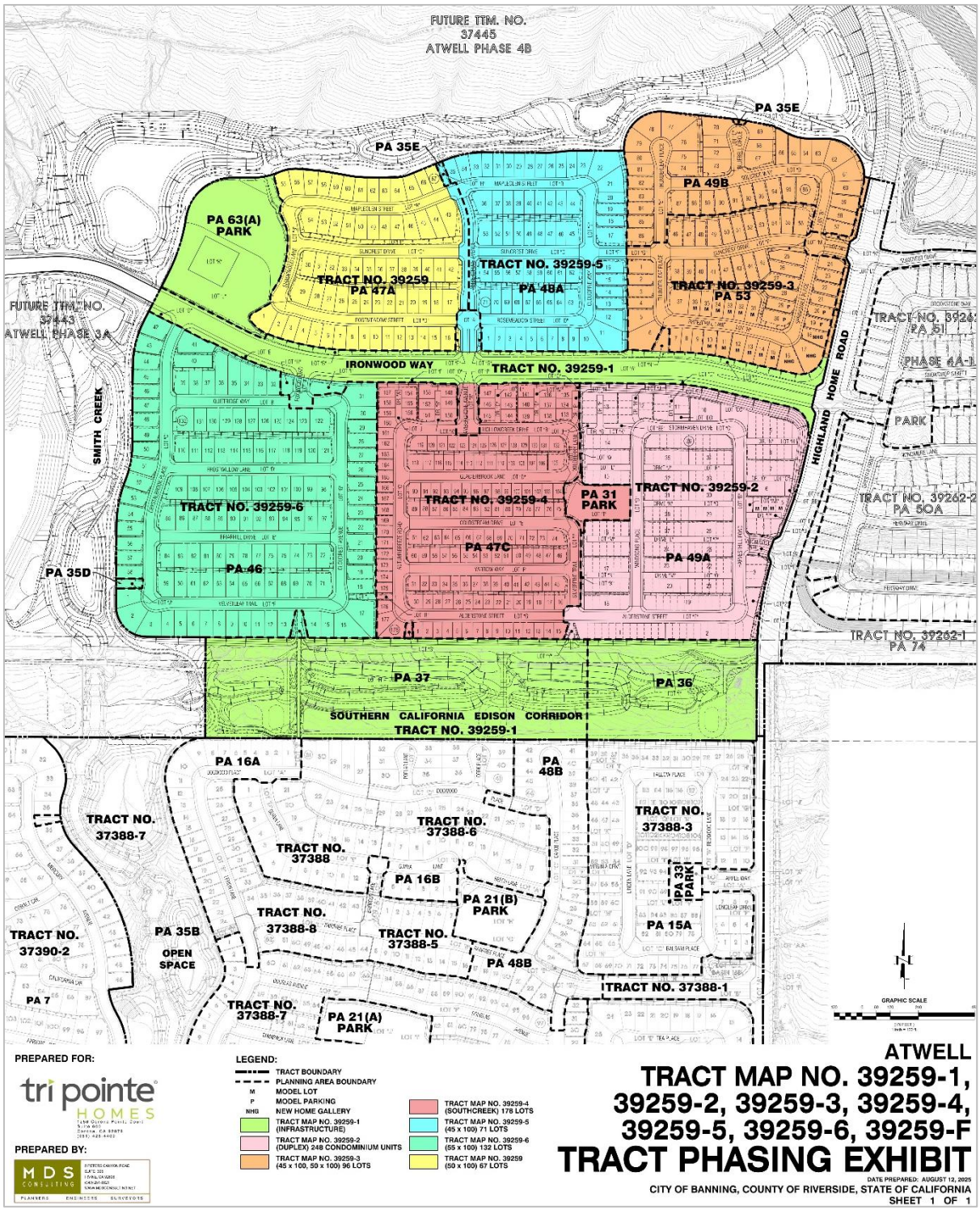

Figure 3: Proposed Land Use Designations (Atwell Phase 3B)

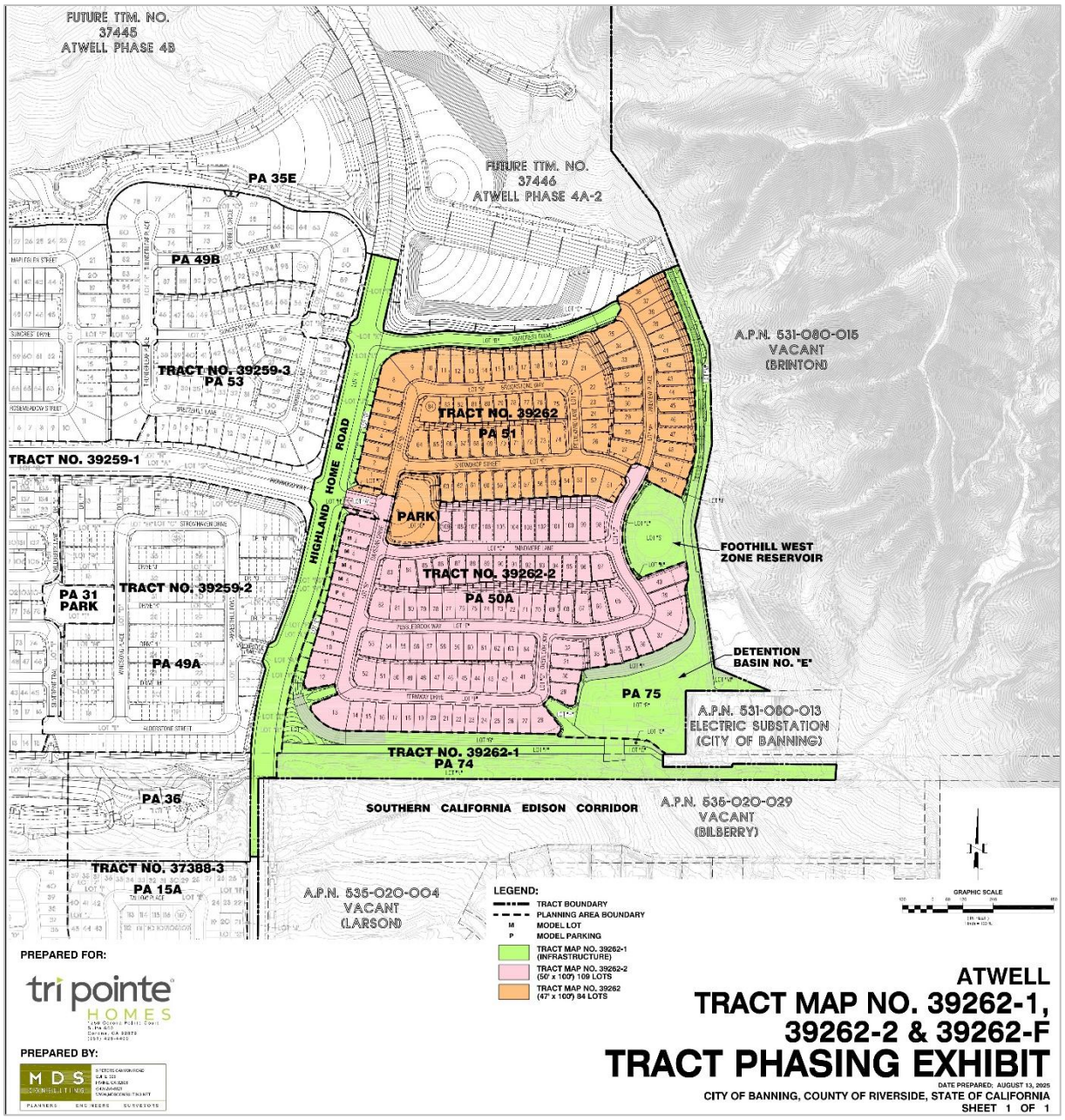

Figure 4: Proposed Land Use Designations (Atwell Phase 4A-1)

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Section 3: Water Supply

The City's water is obtained entirely from local groundwater basins through nineteen (19) potable groundwater wells, one (1) non-potable groundwater well, and three (3) co-owned wells with the Beaumont-Cherry Valley Water District (BCVWD). Both imported water and surface water are used to recharge the groundwater aquifers. This **Section** describes the current and projected water resources available to the City for this WSV.

3.1 WATER SUPPLY SOURCES

The City is within the boundaries of the Coachella Valley Hydrologic Unit, which encompasses several groundwater basins, including the Coachella Valley Groundwater Basin (Basin), within which the City is located. Several large subbasins, the boundaries of which are generally defined by fault lines that restrict the lateral flow of water, underlie the Basin. The Basin extends from Banning easterly to the Salton Sea.

The City is underlain by the San Gorgonio Pass Subbasin (SGP Subbasin) portion of the overall Basin. The SGP Subbasin is further divided into water "storage units" which are not totally independent from each other. The City relies on the following five (5) storage units as sources of groundwater storage supply:

1. Beaumont Storage Unit (Beaumont Basin);
2. West Banning Storage Unit;
3. Cabazon Storage Unit.
4. Banning Bench Storage Unit;
5. Banning Water Canyon Storage Unit

The location of the Storage Units is shown on **Figures 5 and 6.**

3.2 GROUNDWATER PRODUCTION

As mentioned previously, the City owns and maintains nineteen (19) potable groundwater wells, one (1) non-potable groundwater well, and three (3) additional wells with BCVWD, for a total of twenty-three (23) wells. The pumping capacity of these wells is just over 14,000 AFY. However, this mechanical pumping capacity is actually limited to the safe yields and/or the adjudicated rights of the subbasins. The ground water production for the previous 7-years (2016 to 2022) is contained in **Table 2**.

To accommodate the proposed developments in the City (including the Atwell Project), the City is planning to redrill or add new well(s), including Well M7, Well M12, and a new well (Well C8) within the overall Atwell Project (or within Phases 3B and 4A-1 of the Atwell Project). The existing and future/potential wells are shown in **Figure 5**.

Since any new wells would be located in the Beaumont Storage Unit (Basin), which is an adjudicated basin, the City would need to consider operation of the wells such that the combined pumping volume of all wells in the Beaumont Basin does not exceed the City's adjudicated limits (See **Section 3.3**: Beaumont Storage Unit).

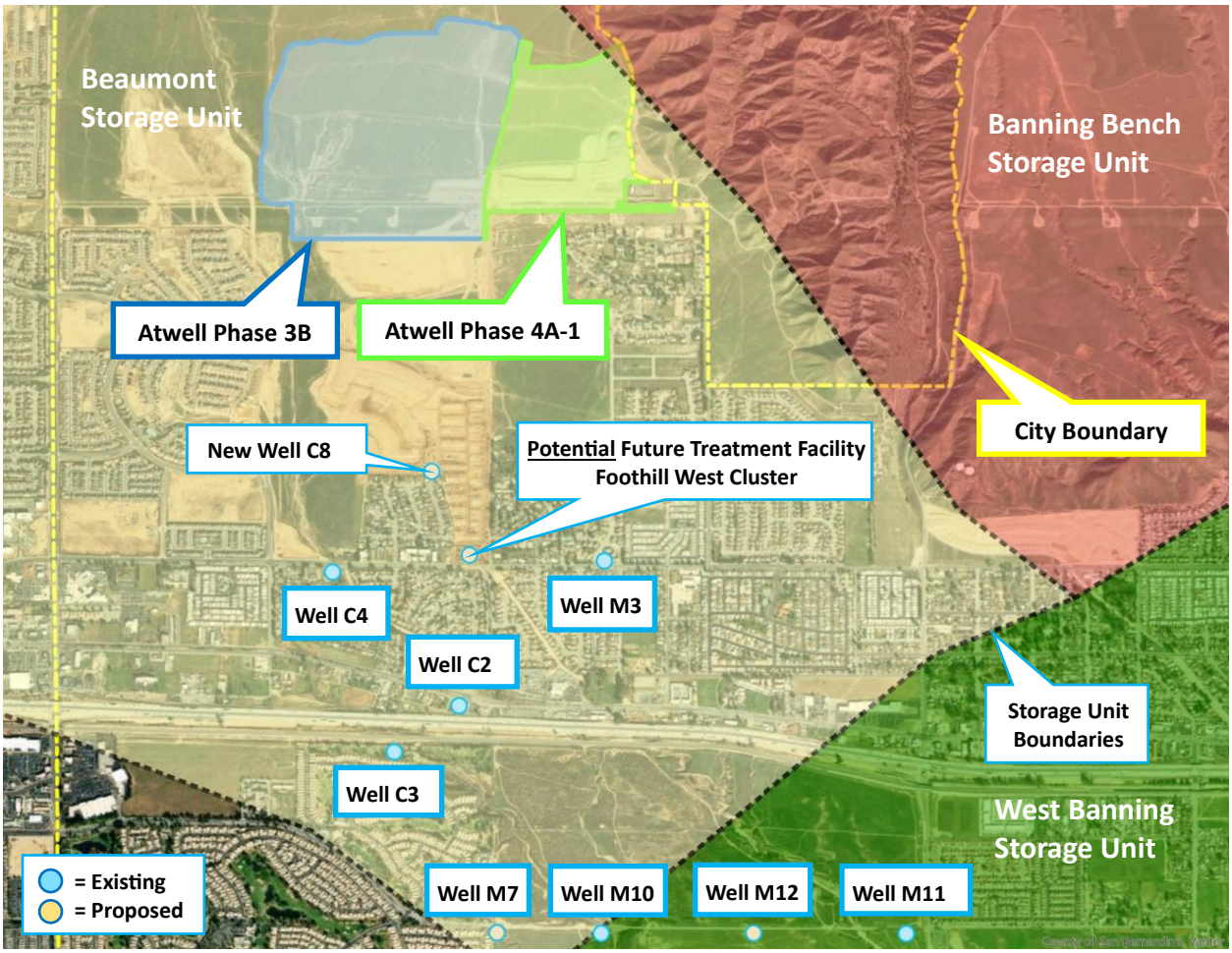

Figure 5: Existing & Proposed Groundwater Wells Adjacent to Proposed Phases 3B and 4A-1 Development

Table 2: Recent Groundwater Production (AFY)

Basin Name	2016	2017	2018	2019	2020	2021	2022	2023	2024
Beaumont Storage Unit (Basin)	1,762	1,469	2,266	2,118	2,702	3,604	3,578	1,296	1,501
West Banning Storage Unit	1,396	1,967	1,957	1,326	1,719	947	809	538	885
Cabazon Storage Unit	1,211	685	1,006	526	0	210	541	421	640
Banning Bench Storage Unit	237	87	354	431	470	445	98	106	128
Banning Water Canyon Storage Unit	2,428	3,367	2,342	2,826	3,705	2,890	2,817	4,921	4,957
Total	**7,035**	**7,576**	**7,924**	**7,226**	**8,596**	**8,096**	**7,843**	**7,283**	**8,111**

Source: City of Banning, Groundwater Extraction Annual Reports 2016 through 2024. Amount of groundwater pumped for Beaumont Basin includes water received from Beaumont Cherry Valley Water District, through three (3) Co-Owned Wells with the City of Banning, that directly pump from the Beaumont Basin.

Hexavalent Chromium (Chromium-6)

Hexavalent chromium is a heavy metal that has been used in industrial applications and found naturally occurring throughout the environment. While chromium can exist in a nontoxic, trivalent form, the hexavalent form has been shown to be carcinogenic and toxic to the liver (OEHHA, 2011). Hexavalent chromium is among the chemicals known to the state to cause cancer [Title 27, California Code of Regulations, Section 27001], pursuant to California's Safe Drinking Water and Toxic Enforcement Act of 1986 ("Proposition 65"). The hexavalent chromium Maximum Contaminant Level (MCL) is 0.010 mg/L or 10 µg/L effective on October 1, 2024 and water systems with 10,000 or greater service connections are required to comply by October 1, 2026, which applies to the City.

The City recently tested for hexavalent chromium at all of its twenty-one (21) groundwater wells. Eight (8) wells, including Wells C2A, C3, C4, C5, C6, C8, M3, M10, M11, and M12A tested near or above the new MCL. Subsequently, the City prepared and submitted a revised Chromium-6 Compliance Plan on 1/7/2026 to Division of Drinking Water (DDW) for their review and approval, which is currently pending approval.

The main objective of this Compliance Plan is for the City to come into compliance with the established MCL via Reduction-Coagulation-Filtration (RCF) treatment or non-treatment options (e.g. existing well screen modifications, blending, re-purposing potable wells to non-potable, or drilling new wells). Prior to doing so, the City plans to take a wholistic approach to meet the stated objective by achieving the following milestones listed below:

1. Develop a well profile to determine well screen modification opportunities for reducing levels of hexavalent chromium below the MCL;
2. Hire an owner's advisor (consultant) to evaluate and design treatment and non-treatment options, prepare plans, specifications, capital and annual operations, and maintenance costs;
3. Raise capital via grants, rate increases, loans, bond issuance, etc., to implement the City's compliance strategy; and
4. Construct the identified water system improvements to comply with the MCL.

Currently, Wells C2A, C3, C6, M10, and M11 have exceeded the Running Annual Average (RAA) MCL of 10 ppb for Chromium-6. Although the City's Chromium-6 Compliance Plan is pending approval by the DDW, the City recognizes that operational restrictions may be required if these exceedances persist. In the event the City is directed by DDW to shut down or reduce pumping from these wells, or any additional wells that may exceed the Chromium-6 RAA MCL, the resulting production loss could impact available water supply. Depending on the magnitude of the reduction, the City would implement the Water Shortage Response Actions identified in the 2020 UWMP. As outlined in Table 8.9 of the 2020 UWMP, a Stage 2 Water Shortage (10–20% shortage) includes measures such as suspending the issuance of new temporary or permanent water meters until supply conditions stabilize.

3.3 DESCRIPTION OF GROUNDWATER BASINS

The following basin descriptions are based on the *Water Supply Verification Tentative Tract No. 37390,* KWC Engineers. Inc., November 1, 2019 and the 2020 UWMP.

Beaumont Storage Unit (Beaumont Basin)

- The Beaumont Storage Unit, also referred to as the Beaumont Basin, is located in San Gorgonio Pass, a low-relief highland that is bordered on the north by the San Bernardino Mountains, on the southeast by the San Jacinto Mountains, and on the west by the San Timoteo Badlands. Surface sediment in the basin and the lowlands consist of unconsolidated and semi-consolidated Quaternary alluvium. Surrounding the alluvial sediments are semi-consolidated rocks of the San Timoteo Formation and igneous and metamorphic rocks of the San Jacinto and San Bernardino Mountains. The unconsolidated Quaternary alluvium and upper portion of the underlying San Timoteo Formation constitute the water-bearing aquifer.
- The boundaries of the basin are based on faults that form barriers to subsurface flow. Major faults in the area include the Banning and Cherry Valley faults, which form the northern boundary of the basin.
- The total surface area is approximately **12,480 acres** (**19.5 square miles**).
- Groundwater occurs at depth in the Quaternary alluvium and the San Timoteo Formation.
- The basin is replenished by infiltration of precipitation, subsurface flow across faults, return flow from irrigation and septic, and artificial recharge.

- The basin discharges via groundwater production, subsurface flow across faults, rising water in San Timoteo Creek, and evapotranspiration.
- The safe yield is **6,700 AFY** based on 2013 *Reevaluation of the Beaumont Basin Safe Yield*, dated April 3, 2015.
- The City operates four (4) groundwater production wells designated: C2, C3, C4, and M3 and an additional non-operating well M9. The four (4) active wells have a combined nominal capacity of **4,650 gpm**.
- The City also co-owns with BCVWD three (3) groundwater production wells designated: 24, 25, and 26. The three (3) co-owned wells have a combined nominal capacity of **6,800 gpm**, half of which is allotted to the City.
- The City's total nominal pumping capacity in the Beaumont Basin is **8,050 gpm**.

The Beaumont Storage Unit (Basin) is an adjudicated basin established by the *Stipulation for Entry of Judgment Adjudicating Groundwater Rights in the Beaumont Basin* (see Appendix C). Pursuant to the Judgment, the Court appointed a five (5) member Watermaster Committee, consisting of representatives from each of the five (5) appropriators, which include City of Banning, City of Beaumont, Beaumont-Cherry Valley Water District, South Mesa Water Company, and Yucaipa Valley Water District. At the end of calendar year 2024, the City had approximately **49,225 AF** in its storage account, based on the Beaumont Basin Watermaster Consolidated Annual Report. The City of Banning is permitted to store up to **80,000 AF** in the Beaumont Basin. **Table 3** indicates the City of Banning's storage in the basin for the past 8-years according to the Beaumont Basin Watermaster Consolidated Annual Reports 2016 through 2023.

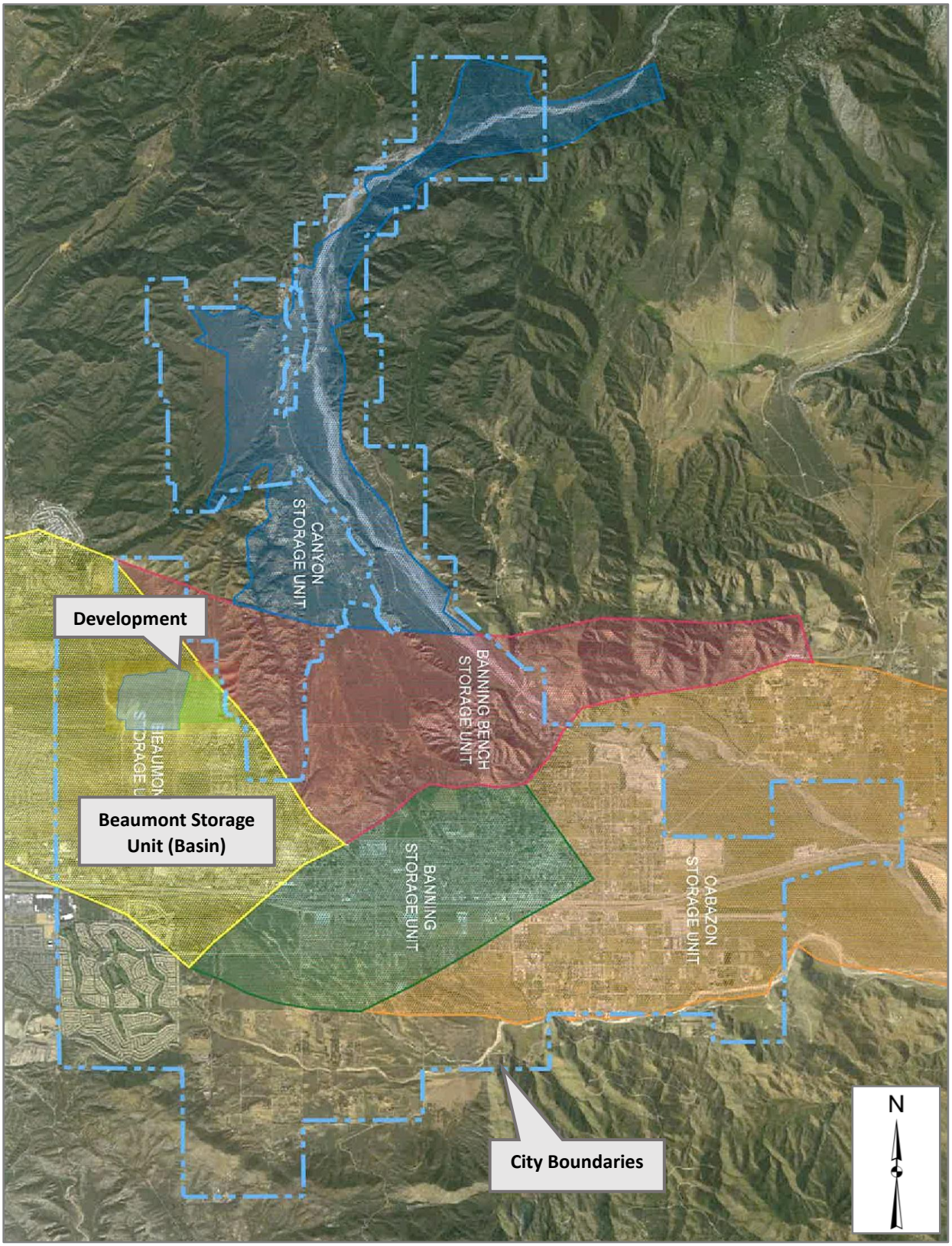

Figure 6: Groundwater Storage Units (Subbasins of San Gorgonio Pass Basin)

Table 3: Banning Annual Storage Consolidation - Beaumont Storage Unit

Year	2016	2017	2018	2019	2020	2021	2022	2023	2024
Storage in AFY	49,990	51,960	52,320	51,737	50,889	48,778	46,570	47,650	49,225

(1) Source: Beaumont Basin Watermaster Consolidated Annual Reports

On an annual basis, the Watermaster determines the amount of groundwater to which each producer is entitled from the Beaumont Basin without incurring a replenishment obligation. The City of Banning per *Exhibit C Stipulation for Entry of Judgment Adjudicating Groundwater Rights in the Beaumont Basin* (see Appendix D) is entitled to 31.43% of the unused overlying production in the Beaumont Basin. Quantities to which the City is entitled but does not pump can be credited to the City's storage account.

West Banning Storage Unit

- The total surface area is approximately **2,489 acres** (**3.9 square miles**).
- The area is underlain by alluvial sediments, with bedrock occurring to the north in the San Bernardino Mountains.
- The City operates four (4) groundwater production wells designated: Wells C5, M7, M10, and M11 with a combined nominal pumping capacity of **2,650 gpm**.
- The City lost Well M12, due to a collapse and has recently completed the drilling, development, and testing phase for its replacements (i.e., well M12A). Well M12A is expected to have a nominal pumping capacity of **400 gpm**.

Banning Bench Storage Unit

- The total surface area is approximately **3,573 acres** (**5.9 square miles**).
- The area is underlain by alluvial sediments, with bedrock occurring to the north in the San Bernardino Mountains.
- The safe yield is **1,130 AFY**.
- The average thickness is 600 feet.
- The estimated capacity is **240,000 AF**, according to the WSA18.
- The City operates three (3) groundwater production wells designated: Wells 1, 2, and 3 with a combined nominal pumping capacity of **3,650 gpm**.

Banning Water Canyon Storage Unit

- The Banning Water Canyon Storage Unit is located north of the Banning Bench Storage Unit
- The total surface area is approximately **1,058 acres** (**1.7 square miles**).
- The canyon bottom comprises alluvium, and the canyon sides are bedrock.
- The safe yield is **4,070 AFY**.
- The average thickness is 161 feet.
- The estimated capacity is **13,500 AF**. According to the WSA28
- Additional recharge occurs through the diversion of Whitewater River drainage into Banning Water Canyon via the San Gorgonio Flume.
- There are eight (8) active wells designated 4, 5, 7, 8, 9, 10, 11 and 12 with a combined nominal pumping capacity of **8,600 gpm**.

Cabazon Storage Unit

- The Cabazon Storage Unit is located near the eastern boundary of the City, southeast of the West Banning Storage Unit and the Banning Bench Storage Unit.
- The total surface area is approximately **17,215 acres** (**26.9 square miles**).
- The average thickness is 350 feet.
- The estimate storage is **1,000,000 AF**.
- The safe yield is **5,265 AFY**.
- There is one (1) active well designated: C6 with a nominal pumping capacity of **900 gpm**.
- Non-potable Well NP-1 (aka R1) has been equipped and is expected to be in service in 2026 once the non-potable distribution system is complete.

3.4 PROJECTED GROUNDWATER SUPPLY

As stated previously in this chapter, due to its reliance on local groundwater sources, the City has not experienced any actual supply deficiencies, even during multiple drought years. According to the 2020 UWMP, *"the City is confident that water supplies are adequate to meet demands for all weather conditions through 2045."* With the local groundwater reserves available to the City during the preparation of the 2020 UWMP, which accounted for the Development, the City did not anticipate any water shortages. This WSV will review and analyze supply and demand data for

the years subsequent to the 2020 UWMP and prior to preparation of this WSV (2021 through 2023). **Table 4** below shows the City's projected water supplies and available volumes, based off the values reflected in Appendix E of 2020 UWMP*, DWR Submittal Table 6.9* (Appendix B) , with an updated end of calendar year 2023 amount of supply from the Beaumont Basin Storage Account.

Table 4: Projected Water Supply Availability (AF)

Year	2025	2030	2035	2040	2045
Beaumont Basin					
Likely Used[1]	1,491	1,267	1,077	916	778
Total Available (Capacity)	(6,700)	(6,700)	(6,700)	(6,700)	(6,700)
West Banning Basin					
Likely Used	1,430	1,430	1,430	1,430	1,430
Total Available (Capacity)[1]	(1,430)	(1,430)	(1,430)	(1,430)	(1,430)
Cabazon Basin					
Likely Used	853	960	1,054	1,136	1,208
Total Available (Capacity)[1]	(1,208)	(1,208)	(1,208)	(1,208)	(1,208)
Banning Bench					
Likely Used	1,055	1,187	1,304	1,330	1,330
Total Available (Capacity)[1]	(1,330)	(1,330)	(1,330)	(1,330)	(1,330)
Banning Water Canyon					
Likely Used	3,679	3,730	3,730	3,730	3,730
Total Available (Capacity)[1]	(3,730)	(3,730)	(3,730)	(3,730)	(3,730)
Recharge/Storage					
Imported Recharge[2]	1,000	1,250	1,500	2,000	2,500
WWTP Recharge (Recycled Water)[1]	0	929	1,245	2,144	2,307
Additional Supply from Storage[3]	999	2,126	3,156	4,128	4,991
Supply from Storage*	**47,652**	**47,656**	**43,274**	**34,993**	**24,355**
Total Available Supply	**56,841**	**57,550**	**53,294**	**45,751**	**35,138**

(1) Rows used to calculate the Total Available Supply.

(2) Imported Recharge water was added to Supply from Storage for each preceding year, and therefore not double counted in Total Available Supply

(3) Additional water Supply from Storage was subtracted from Supply from Storage for each preceding year, and therefore not double counted in Total Available Supply

(4) See notes under UWMP Table 7.1 and notes under DWR Submittal Table 6.9 in UWMP Appendix E for a detailed explanation of the volumes above.

3.5 GROUNDWATER MANAGEMENT

The Sustainable Groundwater Management Act, passed by the California Legislature in 2014, is an effort to regulate the use of groundwater in the state so that it is sustainable into the distant future. The Act requires all medium and high priority basins (the San Gorgonio Pass Subbasin is a medium priority basin) to develop a Groundwater Sustainability Plan (GSP) by January 2022. The 2022 GSP was submitted to DWR on 1/25/2025 and approved on 10/26/2023. The San Gorgonio Pass Subbasin Groundwater Sustainability Agency has made the 2022 GSP publicly available on its website: https://www.sgpgsas.org/. An update is required every 5 years, with the next update due on 1/1/2027. The contents of this plan are prescriptive and well defined by Act. Major components of each plan are a water budget for the subbasin, a hydrogeological conceptual model of the subbasin, and a stakeholder outreach plan.

Specifically, if a proposed development/project and/or subdivision will obtain water from a basin that is designated as medium- or high-priority under Act, the following must be included in the Water Supply Assessment/Verification:

- Information as to whether the Department of Water Resources has identified the basin as being subject to critical conditions of overdraft; and
- A copy of the Groundwater Sustainability Plan or alternative plan if a Groundwater Sustainability Agency has adopted such a plan.

According to the Department of Water Resources, the San Gorgonio Pass Subbasin is not identified as being subject to conditions of critical overdraft. The San Gorgonio Pass Subbasin has three (3) Groundwater Sustainability Agencies and all three worked together to produce a GSP. The various water agencies that overlie the subbasin include the Desert Water Agency, Mission Springs Water District, Cabazon Water District, the City of Banning, the Banning Heights Mutual Water Company, and the San Gorgonio Pass Water Agency.

3.6 IMPORTED WATER

The City purchases State Water Project (SWP) water from the San Gorgonio Pass Water Agency (SGPWA), one of 29 state water agencies with a SWP Water Supply Contract with the State Department of Water Resources (DWR). Quantities of SWP water purchased are recharged to the Beaumont Basin on SGPWA property. Recharge points were previously located at Beaumont Cherry Valley Water District (BCVMD). Quantities of water obtained from San Gorgonio Pass Water Agency for 2015-2025 are set forth in **Table 5** below. Quantities that will be recharged in the future are dependent upon State Water Project water availability and storage capacity available to the City.

Table 5: Historic SGPWA Water Purchases (AF)

Year	Purchases (AF)
2015	686[1]
2016	1,477[1]
2017	1,350[1]
2018	500[1]
2019	250[1]
2020	250[1]
2021	0[2]
2022	35[2]
2023	1,000[2]
2024	1,500[2]
2025	750[3]
Average:	**709**
2010 – 2015 Avg: (2015 UWMP)	**847**

(1) Source: 2020 UWMP Table 3.2 Imported Water Supply 2015 to 2020
(2) Source: Beaumont Basin Watermaster Consolidated Annual Reports for 2021-2024.
(3) Source: City's internal reporting

In December 2020, the SGPWA announced that the SWP expected to deliver 10 percent of "Table A" contracted amounts in 2021. This allocation was decreased to 5 percent in March 2021. Due to continuing drought conditions throughout the State, in 2022 SWP allocations to contracting

agencies fluctuated from 0 to 15 percent of "Table A" amounts. The wet winter of 2023 and resultant near-record snowpack in the Sierra Nevada has allowed the DWR to announce increases in "Table A" deliveries in January (30 percent), February (35 percent), and March (75 percent) 2023. In April 2023, DWR updated its expected deliveries from 75 to 100 percent of maximum annual "Table A" amounts. However, in December 2025, DWR stated it is initially allocating 10 percent of most SWP contractors' requested Annual "Table A" Amounts for 2026. DWR will reassess the SWP allocation if water supply conditions change.

Although the City may expect variable reliability in availability of SWP water, such water is not its primary source of water, as it is relied on exclusively for recharge, and previous short-term declines in SWP water availability have been and will continue to be offset by the City's substantial reserves of stored groundwater and would not affect the City's water supply. Due to the easing of drought conditions, the City received delivery of 100% of the 2023 order, but received much less in 2024. **Table 6** shows the years in which the City's amount of Purchases Water will increase. Beginning in 2026 this value increases to 1,250 AF and will remain so until 2035 when it will further increase to 1,500 AF. This value will remain the same until 2040 when it will further increase to 2,000 AF and then again in 2045 to 2,500 AF.

Table 6: Projected SGPWA Water Purchases (AF)

Year	Purchases (AF)
2026	1,250
2035	1,500
2040	2,000
2045	2,500

Source: City's Internal Projections, increase based off past SGPWA contract with Ventura that will bring in additional water supply for Banning and Yucaipa.

3.7 BANNING WATER CANYON

In average years the Whitewater Flume provides direct water use to the Banning Heights Mutual Water Company, and the rest goes to recharging the Banning Water Canyon, which the City can then pump from as groundwater. A lot of recharged water is received during the Spring.

The Apple Fire of 2020 encompassed the entire Whitewater Flume structure that diverted water to be recharged into the Banning Water Canyon. In December of 2022 water diversion was restored to the Banning Water Canyon, but the system remains damaged and unable to deliver surface water to BHMWC; therefore, BHMWC's water demands are met by water deliveries from the City of Banning. SCE, BHMWC, and the City are working together to get the system back in operation as quickly as possible. Southern California Edison currently owns the Whitewater Flume system.

The City of Banning preserved water stored in the Banning Water Canyon by instead pumping more from the Beaumont Basin Storage Account. This is apparent in the amount in storage for years 2021 and 2022 in **Table 3**. Since then, enough water has naturally replenished the Banning Water Canyon that the City began pumping water again in 2023 and relied less on the Beaumont Basin Storage Account. The City is not sure when the rest of the system will be restored for direct water replenishment.

3.8 RECYCLED/NON-POTABLE WATER

At this time there is no recycled water available in the City of Banning. According to the City's 2018 IMP, the 2006 Recycled Water Master Plan, and the 2020 UWMP, the City anticipated implementing upgrades by 2025 at the City's wastewater treatment plant that will meet tertiary treatment standards to supply recycled water. The City now anticipates that the wastewater treatment plant improvements will be completed by late 2028 to early 2029. Upon completion of the upgrades, approximately **2,700 AFY** of recycled water would be available to recycled water customers. However, usage of the recycled water within the Beaumont Basin may be limited since it requires salt and nutrient removal which will require the installation of an Reverse Osmosis (RO) system and brine evaporation ponds, which are currently not in City's budget to upgrade the WWTP.

This document does not identify recycled water for use on the Development site, or as a potential supply source during the life of the Development. Recycled water use for the Development was also not identified in the 2020 UWMP. However, if the Development were to utilize recycled water, then the City's increased use of recycled water would decrease the demand for potable water used in some irrigation and increase the capability to increase recharging in the West Banning

Basin. Any proposed recycled water system is subject to the design requirements for the City of Banning Public Works Department and the demand criteria guidelines outlined in the 2018 IMP.

Potential Recycled Water Users

Upon completion of the recycled water upgrades, approximately 2,700 AFY of recycled water will be available to recycled water customers, based on the 2018 IMP. The City's previous 2006 Recycled Water Master Plan identified potential customers across the Interstate 10 Freeway. However, the 2018 IMP indicated that these potential customers were not feasible, due to the difficulty with crossing the 10 Freeway and the railroad tracks, and since there are other potential customers south of the 10 Freeway. The potential recycled water customers are listed in **Table 7** below. As shown in **Table 7**, the projected total demand for the Atwell Project is **864 AFY**.

Table 7: Potential Recycled Water Users

Customer	Recycled Water Demand (AF)	Conversion Year (Begin Usage of Recycled Water)
Existing Developments		
Sun Lakes Golf Course	850	2030
Banning High School	175	2035
Dysart Park	87	2035
Lions Park	79	2030
Total	**1,191**	**2035**
Projected Developments		
Atwell Project	864	2040[1]
Rancho San Gorgonio Development	217	2045[2]
Neighborhood Park	35	2040
Total	**1,116**	**2045**

(1) City does not currently have a connection planned from the Recycled Water Main to the Atwell project at this time. They are plumbing for recycled water, but is not planned for construction yet.

(2) By 2035 25% of the Rancho San Gorgonio Development will have converted the desired potable water piping to recycled water.

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Section 4: Water Demand

As mentioned in **Section 2.3**, only two (2) proposed developments, the Atwell Project (formerly "Butterfield Specific Plan") and Rancho San Gorgonio Specific Plan, were accounted for in the 2020 UWMP and 2018 IMP Population Projections. The 2020 UWMP developed Population Projections by linear growth using SCAG estimates for 2045, plus the two (2) proposed developments, that will bring the population growth to an average of **1,411 persons per year** for the next 25 years (to 2045). By 2045, the City will be approaching ultimate "built-out" conditions with remaining expected future water demands primarily attributable to possible land use changes in residential densities and in-fill land development projects. As a result of the City's local groundwater sources and imported recharge capacity from SGPWA, the City is in a position of providing a reliable source of quality water for the built-out conditions.

4.1 RECENT WATER USE

Annual water consumption from 2016 to 2024 is listed in **Table 8** below. Water consumption since 2016 has been consistent, with a moderate spike in 2020.

Table 8
City's Recent Water Use

Year	Total Consumption (AF)	Population	Per Capita (GPCD)
2016	7,035	30,769	204
2017	7,576	30,981	218
2018	7,924	31,091	228
2019	7,226	31,142	207
2020	8,596	31,125	247
2021	8,096	31,189	232
2022	7,843	31,253	224
2023	6,333	31,253	201
2024	7,082	31,253	222
Average (last 9 years):			**220**
2010-2020 Avg. (2020 UWMP)			**234**

As indicated by **Table 8**, the City's per capita water use has decreased since the 2020 UWMP due to water conservation.

4.2 RECENT WATER USE BY SECTOR

The City records water use per service connection only and bills customers based on a single water rate structure. Water sales data is compiled by City water staff and recorded on the DWR Form No. 38 (Public Water System Statistics) and submitted to DWR annually. The total water consumption by customer type since 2015 is shown on **Table 9**.

As noted by **Table 9**, Single-Family Residential accounts are the highest consuming sector in the City since most of the City is zoned for single-family accounts (with higher densities for multi-family accounts). **Figure 7** also shows the Current Water Demand by Sector (2024). The City's unaccounted for water ranged from 497 to 1,275 AF, which on average is about 11 percent of the total water supply into the City's distribution system. Unaccounted for water consists of routine flushing, unmetered use, and water losses. Although water losses have cost impacts on water agencies, they cannot be prevented entirely. Instead, effort is given to controlling the quantity of water losses (to a cost-effective extent) in order to reduce the cost impact of water losses on water operations. For this reason, the City has prepared water loss audits using AWWA software. The water audits for 2016 to 2019 are provided in the Appendix of the 2020 UWMP. The 2019 Audit shows that the City's Leakage Index (the ratio of real loss to unavoidable loss) was 1.16, which is an excellent score for water agencies.

Table 9: Recent Water Use by Sector (AF)

Sector	2016	2017	2018	2019	2020	2021	2022	2023	2024
Single Family Residential	3,370	3,728	3,775	3,438	3,966	4,030	3,955	3,538	3,815
Multi-Family Residential	69	76	77	70	81	82	78	72	78
Commercial	1,686	1,792	1,944	2,021	1,992	2,118	1,546	872	893
Industrial	94	102	101	95	172	259	210	202	217
Institutional/Governmental	58	64	58	28	23	39	410	1,013	1,140
Landscape Irrigation (Potable)	539	579	562	505	559	834	1,004	885	1,102
Landscape Irrigation (Non-Potable)	285	306	297	267	301	119	143	175	163
Other	0	0	0	0	0	0	0	0	0
Total Water Sales:	**6,101**	**6,647**	**6,814**	**6,424**	**7,094**	**7,481**	**7,346**	**6,756**	**7,406**
Unaccounted for Water*	934	929	1,110	802	1,502	615	497	238	990
Total Water Consumption (Total Supply into System):	**7,035**	**7,576**	**7,924**	**7,226**	**8,596**	**8,096**	**7,843**	**6,993**	**8,396**

**Difference between total supply into system and metered/measured volumes. May not match official AWWA Water Audit Reports.*

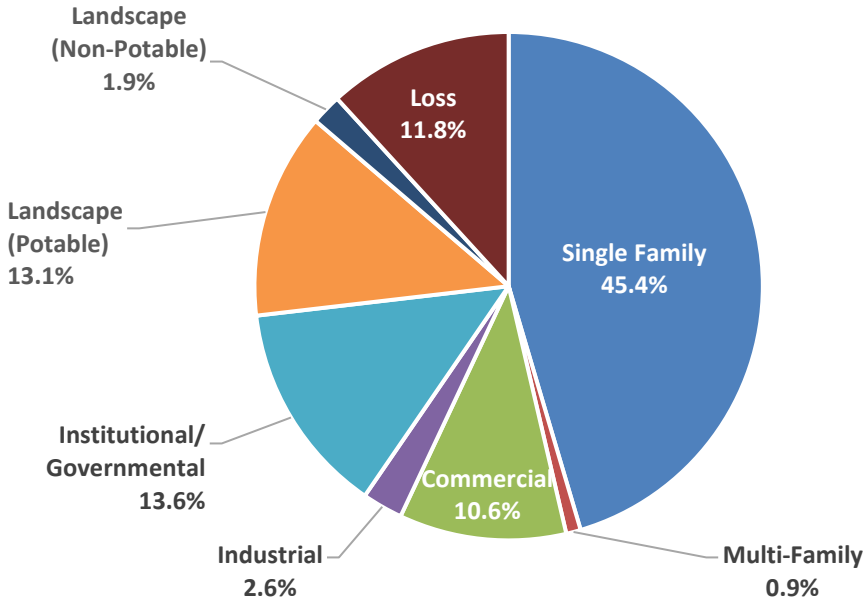

Figure 7: Current Water Demand by Sector (2024)

4.3 WATER DEMAND PROJECTIONS

According to the 2020 UWMP, although a constant consumption rate provides a more conservative approach, the decreasing consumption rate scenario provides a more realistic picture for planning purposes as it considers gradual improvements in water-use efficiency and in the case of a multiple year event includes mandatory conservation measures that would not be in effect in a single year event. For planning purposes, the City's projected water use for 2025-2045 shown in the 2020 UWMP, which accounted for the Development, is broken down by sector in **Table 10. Figure 8** shows the Projected Water Demand by Sector (in 2045) with the Development.

Table 10
Projected Water Use by Sector – With Development

Sector	2025	2030	2035	2040	2045
Water Service Area Population	35,486	42,541	49,596	56,651	63,706
Consumption Rate (GPCD)[1] *Including 1.0% Annual Passive Savings*	217	207	197	187	178
Demands					
Single Family Residential	4,357	4,967	5,507	5,982	6,397
Multi-Family Residential	86	98	109	119	127
Commercial	1,703	1,941	2,152	2,338	2,500
Industrial	232	264	293	318	340
Institutional/Governmental	451	514	570	619	662
Landscape Irrigation (Potable)[2]	1,106	1,261	1,398	1,519	1,624
Landscape Irrigation ((Non-Potable)	158	180	199	216	231
Total Water Sales:	**8,093**	**9,226**	**10,229**	**11,112**	**11,883**
Unaccounted for Water	548	625	693	752	805
Total Water Consumption (Total Supply into System):	**8,641**	**9,851**	**10,922**	**11,864**	**12,688**

Notes:

1. *Overall projections shown above are lower than the projections shown in Table 6.6 of the 2020 UWMP due to recent lower water consumption rates.*
2. *Some projected potable landscape irrigation demands may be switched to the "non-potable" category when recycled water is available.*

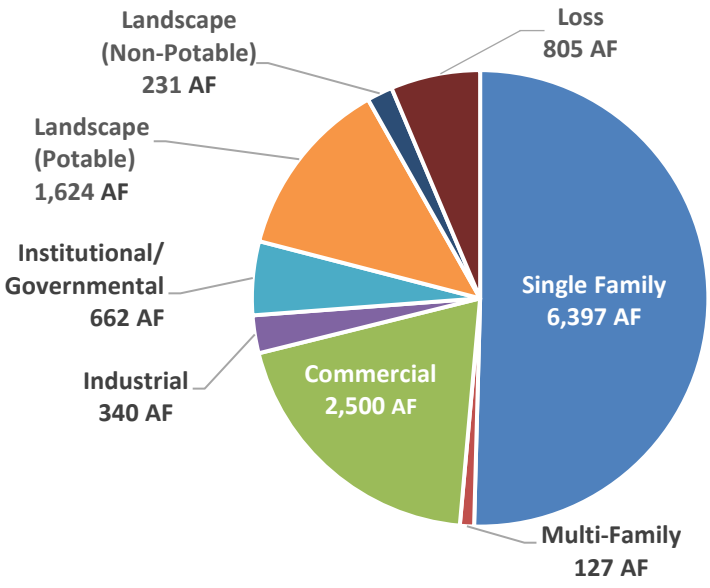

Figure 8: Projected Water Demand by Sector – With Development (in 2045)

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Section 5: Water Supply vs. Demand Analysis

5.1 CITY SUPPLY RELIABILITY

The City's groundwater is not subject to short-term water shortages resulting from temporary dry weather conditions. Further, as part of the Beaumont Basin adjudication, the City has the option of storing up to 80,000 acre-feet (AF) of water in the Beaumont Basin. At the end of calendar year 2024, the City of Banning had approximately 49,225 AF of groundwater available in the Beaumont Basin Storage Account (**Table 3**), which is utilized as a buffer to make up for dry weather conditions and will be used in future years to meet demands that exceed local safe yields.

5.2 DROUGHT RISK ASSESSMENT

The drought risk assessment is an assessment of the reliability of the City's water supplies by comparing projected future water demands with expected available water supplies under three (3) different hydrologic conditions: normal year; a single dry year; and multiple dry years. Future supply and demand conditions can be determined from population forecasts, capacity of water supply facilities (wells), and recent water use trends.

Basis for Projected Demands

To project future demands, it will be assumed that total demand will change annually based on changes in population multiplied by the individual demand per-person (also known as the "per-capita" consumption rate, see **Section 4.1**). The per-capita rates used in the future projections will be based on actual water use data from the recent past. In particular, the City's averages for years 2016-2022 will be used as the basis to project demands through the year 2045. To project demands and supplies, the following is assumed:

- Starting consumption rate of **224** gallons per capita per day (**GPCD**). This is based on the average consumption of the City from 2016-2022, which is higher than if years 2023 and 2024 were to be included, causing a more conservative approach..
- Decreasing consumption rate from 2023 onward with a passive savings of 1.0% annually (i.e. **222 GPCD** in 2023).

Although a constant consumption rate provides a more conservative approach, the decreasing consumption rate scenario provides a more realistic picture for planning purposes since it considers gradual improvements in water-use efficiency. In the past 20 years for instance, the City has seen a 6% annual decrease in water use. For drought-time demands, it is expected that there will be a small degree of increase due to the lack of rainfall on landscapes. To project demands during single and multiple (5) year drought periods, the following increase factors were assumed:

- Dry Year: 5%
- Multiple Dry Years: 5%, 8%, and 2%

Although the UWMP did not assume increases in demand during dry years, the increase factors listed above are reasonable for the purposes of demand and supply projections since the City has seen increases in demands prior to the 2014 Emergency Declaration and 2015 Executive Order.

Basis for Projected Supplies

To project future supplies, the City can expect groundwater supplies to be based on the combined capacity of its groundwater wells, with a maximum safe yield for each subbasin. The City's groundwater basins have a combined safe yield capacity of roughly 9,200 AFY. Further, as part of the Beaumont Basin adjudication, the City has the option of storing up to 80,000 AF of water in the Beaumont Basin.

5.3 ENSURING ADEQUATE SUPPLY

The City has available groundwater supplies based on the safe yield of the subbasins and the City's storage account. The City's subbasin safe yield and storage account volumes are not expected to be affected during droughts lasting up to five (5) years. Droughts will be addressed by following the criteria of the City's Water Shortage Contingency Plan (WSCP) along with implementation of the regional contingency plans. These programs are discussed in the UWMP.

As indicated by the tables on the following pages, **with** the Development's projected water demand the City **does not expect to have a water supply shortage** during Normal Water Years, Single Dry Year, or Multiple Dry Years over the next 20 years.

The following tables were originally based off the 2020 UWMP, which at the time utilized data up to 2020. Since then, three (3) years of data has been produced and in order to better determine any possible supply shortfalls the most up to date data was used and the most conservative approach was taken. Some key updates include:

- Population Projections updated based off 2022 value of 31,253 from the City's 2022 Validated Water Audit.
- Imported Water purchased in 2025 was 750 AF, and is projected to increase to 1,250 AF in 2026, 1,500 AF in 2030, 2,000 AF in 2035, and 2,500 AF in 2045 (**Table 6**).

- It is anticipated that Recycled Water will begin entering the City's distribution system beginning in 2035, as shown in **Table 7**. This additional supply will most likely supplement the Landscape Irrigation (Potable and Non-Potable) sector with 1,245 AF in 2035 and will increase to 2,307 AF by 2040, where it will remain until further developments are made.

    i. Based off the Butterfield Specific Plan ("Atwell" Project), Recycled Water may be used at the Development. However, a quantified value was not given and not enough information is available at this time to determine an amount. Therefore, this WSV will conservatively exclude Recycled Water use that will specifically supplement the Development's Projected Water Demand.

    ii. The 2018 IMP projected that the Atwell Project would use approximately 864 AFY of Recycled Water.

Table 11
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Normal Water Year (AF)

Water Sources	2025	2030	2035	2040	2045
Population					
Water Service Area Population	35,486	42,541	49,596	56,651	63,706
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	217	207	197	187	178
Supply					
Groundwater Pumped (Total)	7,641	7,725	7,766	7,736	7,697
Pumped from Beaumont Basin Storage Account[2]	999	2,126	3,156	4,128	4,991
Total Anticipated Use of Supplies *(Estimated Production)*	**8,641**	**9,851**	**10,922**	**11,864**	**12,688**
Total Available Supply[3]	56,840	57,549	55,047	49,063	39,394
Demand					
Total Estimated Demand[1]	**8,641**	**9,851**	**10,922**	**11,864**	**12,688**
Compare to Avg. Demand for Previous 9 Yrs. (7,743 AF)	112%	127%	141%	153%	164%
Supply/Demand Comparison					
Supply-Demand (Difference)	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	48,199	47,698	44,125	37,199	26,706

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = Consumption Rate x Population
   a. Average consumption rate of 2016-2022 = 224 gallons per capita per day.
   b. Consumption rate in 2016: 204 gpcd.
   c. Consumption rate in 2024: 222 gpcd.
   d. Approximate "passive" savings over past 20 years: 6 gpcd per year.
   e. Projected "passive" savings: 1 gpcd per year = 178 gpcd by 2045.
2. The Beaumont Basin Storage Account at end of 2023 contained approximately 47,650 AF of groundwater.
3. Total Available Supply = [Safe Yield for each Basin (Beaumont Basin's reasonably available volume for that year; Cabazon Basin's maximum reasonably available volume, which takes place in 2045) + Beaumont Basin Storage Account].
   a. Imported water purchased from SGPWA is recharged into the Beaumont Basin, and will be credited to the City in their storage account, allowing for the Reasonably Available Volume to increase. The projections for Imported water purchased is based on the City's recent purchases from SGPWA:
      i. Low of 1,000 AF in 2025
      ii. High of 2,500 AF in 2045

Table 12
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Single Dry Year (AF)

Water Sources	2025	2030	2035	2040	2045
Population					
Water Service Area Population	35,486	42,541	49,596	56,651	63,706
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	217	207	197	187	178
Supply					
Groundwater Pumped (Total)	7,641	7,725	7,766	7,736	7,697
Pumped from Beaumont Basin Storage Account[3]	1,431	2,619	3,702	4,721	5,625
Total Anticipated Use of Supplies *(Estimated Production)*	**9,073**	**10,344**	**11,468**	**12,457**	**13,322**
Total Available Supply[4]	56,077	56,022	50,752	41,945	29,568
Normal Year Supply	8,641	9,851	10,922	11,864	12,688
% of Normal Year	105%	105%	105%	105%	105%
Demand					
Total Dry Demand[1]	**9,073**	**10,344**	**11,468**	**12,457**	**13,322**
Normal Year Demand	8,641	9,851	10,922	11,864	12,688
% of Normal Year	105%	105%	105%	105%	105%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	47,004	45,678	39,284	29,488	16,246

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Single Dry Year Increase of 105%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during a Single Dry Year will be 236 AF.
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 13
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2023-2027) (AF)

Water Sources	2023	2024	2025	2026	2027
Population					
Water Service Area Population	32,664	34,075	35,486	36,897	38,308
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	222	220	217	215	213
Supply					
Groundwater Pumped (Total)	7,641	7,641	7,641	7,641	7,641
Pumped from Beaumont Basin Storage Account[3]	999	1,410	1,172	1,431	1,684
Total Anticipated Use of Supplies ***(Estimated Production)***	**8,641**	**9,052**	**8,814**	**9,072**	**9,325**
Total Available Supply[4]	56,840	57,494	56,320	55,383	54,897
Normal Year Supply	8,641	8,641	8,641	9,851	9,851
% of Normal Year	100%	105%	102%	92%	95%
Demand					
Total Dry Demand[1]	**8,521**	**9,052**	**8,814**	**9,072**	**9,325**
Normal Year Demand	8,115	8,381	8,641	8,895	9,142
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	120	0	0	0	0
Supply/Demand (%)	101%	100%	100%	100%	100%
Available Leftover Supply Capacity	48,319	48,562	47,506	46,311	45,572

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 14
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2028-2032) (AF)

Water Sources	2028	2029	2030	2031	2032
Population					
Water Service Area Population	39,719	41,130	42,541	43,952	45,363
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	211	209	207	205	203
Supply					
Groundwater Pumped (Total)	7,641	7,641	7,725	7,725	7,725
Pumped from Beaumont Basin Storage Account[3]	2,212	2,749	2,323	2,553	2,777
Total Anticipated Use of Supplies ***(Estimated Production)***	**9,854**	**10,390**	**10,048**	**10,277**	**10,501**
Total Available Supply[4]	57,549	56,990	54,477	52,390	50,782
Normal Year Supply	9,851	9,851	10,922	10,922	10,922
% of Normal Year	100%	105%	92%	94%	96%
Demand					
Total Dry Demand[1]	**9,854**	**10,390**	**10,048**	**10,277**	**10,501**
Normal Year Demand	9,384	9,620	9,851	10,076	10,295
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	47,695	46,599	44,429	42,112	40,280

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 15
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2033-2037) (AF)

Water Sources	2033	2034	2035	2036	2037
Population					
Water Service Area Population	46,774	48,185	49,596	51,007	52,418
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	201	199	197	195	193
Supply					
Groundwater Pumped (Total)	7,725	7,725	7,766	7,766	7,766
Pumped from Beaumont Basin Storage Account[3]	3,310	3,851	3,375	3,577	3,774
Total Anticipated Use of Supplies *(Estimated Production)*	**11,035**	**11,576**	**11,140**	**11,343**	**11,540**
Total Available Supply[4]	55,047	53,390	49,775	46,636	44,004
Normal Year Supply	10,922	10,922	11,864	11,864	11,864
% of Normal Year	101%	106%	94%	96%	97%
Demand					
Total Dry Demand[1]	**11,035**	**11,576**	**11,140**	**11,343**	**11,540**
Normal Year Demand	10,510	10,718	10,922	11,120	11,314
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	44,012	41,814	38,634	35,293	32,464

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 16
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2038-2042) (AF)

Water Sources	2038	2039	2040	2041	2042
Population					
Water Service Area Population	53,829	55,240	56,651	58,062	59,473
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	191	189	187	185	183
Supply					
Groundwater Pumped (Total)	7,766	7,766	7,736	7,736	7,736
Pumped from Beaumont Basin Storage Account[3]	4,311	4,855	4,365	4,542	4,715
Total Anticipated Use of Supplies ***(Estimated Production)***	**12,077**	**12,620**	**12,101**	**12,279**	**12,451**
Total Available Supply[4]	49,063	46,405	41,787	37,658	34,060
Normal Year Supply	11,864	11,864	12,688	12,688	12,688
% of Normal Year	102%	106%	95%	97%	98%
Demand					
Total Dry Demand[1]	**12,077**	**12,620**	**12,101**	**12,279**	**12,451**
Normal Year Demand	11,502	11,685	11,864	12,038	12,207
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	36,986	33,785	29,685	25,379	21,609

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

Table 17
City of Banning Water Supply Availability & Demand Projections - Including Atwell Project
Multiple Dry Years (2043-2047) (AF)

Water Sources	2043	2044	2045	2046	2047
Population					
Water Service Area Population	60,884	62,295	63,706	65,117	66,528
Consumption Rate (GPCD) *Including 1% Annual Passive Savings*	181	180	178	176	174
Supply					
Groundwater Pumped (Total)	7,736	7,736	7,697	7,697	7,697
Pumped from Beaumont Basin Storage Account[3]	5,254	5,798	5,245	5,399	5,549
Total Anticipated Use of Supplies ***(Estimated Production)***	**12,990**	**13,535**	**12,941**	**13,096**	**13,246**
Total Available Supply[4]	39,394	35,793	30,231	25,222	20,768
Normal Year Supply	12,688	12,688	12,688	12,688	12,688
% of Normal Year	102%	107%	102%	103%	104%
Demand					
Total Dry Demand[1]	**12,990**	**13,535**	**12,941**	**13,096**	**13,246**
Normal Year Demand	12,372	12,532	12,688	12,839	12,986
% of Normal Year	105%	108%	102%	102%	102%
Supply/Demand Comparison					
Supply-Demand (Difference)[5]	0	0	0	0	0
Supply/Demand (%)	100%	100%	100%	100%	100%
Available Leftover Supply Capacity	26,403	22,258	17,289	12,126	7,522

General Note: Projections shown above, including per capita consumption rates (GPCD), are lower than the projections shown in Tables 7.1 to 7.7 of the 2020 UWMP due to recent lower water consumption rates (since the 2020 UWMP).

Footnotes (see number references in table above):

1. Total Demand = [Consumption Rate x Population] x Multiple Dry Year Increases of 105%, 108%, and 102%.
2. Imported water purchased from SGPWA and recharged into the Beaumont Basin during Multiple Dry Years will be as follows:
    a. Dry Year 1: 1,653 AF
    b. Dry Year 2: 236 AF
    c. Dry Year 3: 236 AF
    d. Dry Year 4: 945 AF
    e. Dry Year 5: 1,653 AF
3. A net-zero Supply-Demand (Difference) reveals that an additional amount of groundwater will be taken out of the Beaumont Basin Storage Account to meet the Total Dry Demand, on top of the Normal Water Year amount. A positive difference will be added to the Available Leftover Supply Capacity (Total Available Supply - Total Dry Demand + Difference) of subsequent years, as a surplus of water that was not pumped due to a low Total Dry Demand. For all cases there is more than enough in storage, as shown by the Available Leftover Supply Capacity.
4. All other items derived in similitude to Table 11.

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Section 6: Water-Use Efficiency Strategies

The City of Banning is committed to implementing water conservation programs and encourages its customers to conserve water whenever possible. This year (2024) the City became a member of the California Water Efficiency Partnership (CalWEP). The City continues to implement the seven (7) categories of conservation measures as described in the CalWEP Memorandum of Understanding (MOU). The City of Banning is committed to implementing water conservation programs and encourages its customers to conserve water whenever possible.

6.1 DEVELOPMENT CONSERVATION MEASURES

As outlined in UWMP Chapter 9 - Conservation Measures, the following demand measures are applicable to the Development:

- City Ordinance No. 1039 was adopted by the City Council in 1991, prohibiting the waste of water. Ordinance No. 1039 describes actions that are considered a waste of water and the subsequent penalties if a violation were to occur.

- In 1998, this Ordinance was incorporated into City Ordinance No. 1231. In 2006, Assembly Bill No. 1881 was passed, requiring local agencies, beginning January 1, 2010, to adopt a model water efficiency landscape ordinance that is at least as effective as the State's model water efficiency landscape ordinance. The City Council adopted Resolution No. 2010-06 on January 26, 2010 to meet this requirement.

- The City adopted Ordinance No. 1489 pertaining to drought water conservation. This ordinance sets forth mandatory prohibitions and additional restrictions on water use during drought conditions to comply with the executive orders issued by Governor Brown pertaining to the declared drought emergency and with the emergency water conservation regulations promulgated by the State Water Resources Control Board.

- All of the City's water service connections, for all customer sectors, are metered. Additionally, the City has installed dedicated landscape irrigation meters for Sun Lakes Country Club, Caltrans, the City park system, and City school district facilities. The City will continue to meter all new water service connections.

- The City has a three (3)-tiered increasing rate structure that applies to all customers. The City is currently investigating the potential of a fixed or drive-by Automatic Meter Read (AMR) system that allows the City to monitor each individual customer account for water conservation.

- The City has initiated several water conservation programs to educate its water service customers in regard to various approaches to conserve water. At City Hall, water conservation pamphlets are displayed year-round as well as at public citywide events.

- As part of the City's normal operations, the City repairs major leaks to the distribution system as soon as possible after they are discovered. Further, under the City's capital improvement plan, old leaking pipes are continually being replaced.

The City's average consumption rate for the past 9 years is calculated to **be 220 gallons per capita per day (GPCD)**, which demonstrates that the City has met its interim urban water use target of **284 GPCD** as well as the 2020 target of **252 GPCD**. The City can maintain its consumption rates and future targets by continuing to focus on water conservation.

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Section 7: Water Supply Verification

The Atwell Specific Plan Phases 3B and 4A-1 (Development) has a total project area of **228.76 acres** and **985 Dwelling Units,** and will consist of residential lots, open space and lettered (unassigned) lots, private common driveways, and public streets, all within the Atwell Project (formerly "Butterfield Specific Plan"). The Development is located in the westerly portion of the City, as shown in **Figure 1**. According to **Section 2**, the projected water demand coming from the proposed Phases 3B and 4A-1 Development is approximately **551 AFY**. This demand was accounted for in the 2020 UWMP and 2018 IMP Population Projections.

This WSV reviewed and analyzed supply and demand data for the years subsequent to the 2020 UWMP and prior to this WSV (2021 through 2024). Based on the supply vs demand **Tables 11 through 17** in **Section 5**, the City can expect to meet future demands for all climate conditions through 2045, including the proposed Development.

7.1 CONCLUSION AND RECOMMENDATIONS

The overall Atwell Project remaining phasing plan proposes four (4) future development phases with potential sub-phases. It is expected that individual WSV Reports will be provided for each subsequent phase of the project. Build-out conditions in the City will likely occur over an estimated total duration of 30-years. Market conditions will dictate this pace and it is likely that build-out will occur at a slower pace.

Notwithstanding, the overall Atwell Project's expected water demand is within the 2020 UWMP's total projected water supply availability and demand during normal, single dry, and multiple dry water years for the next 20-25 years. Therefore, there will be adequate supplies to meet the projected water demand associated with the overall Atwell Project, in addition to the other existing and projected water demands in the City.

This Phases 3B and 4A-1 WSV shall be adopted by City Council via resolution. City staff shall prepare a staff report detailing the efforts made in preparing this WSV. The City will also prepare a "Will Serve Letter", which will declare that the City will provide a water service connection(s) to the proposed Project. The Will Serve Letter will be issued upon payment of all fees by the Developer.

Should the construction of the proposed Project be delayed, it is recommended that this WSV be reviewed every five (5) years prior to construction, to verify that the City will have capacity to serve the Project.

Appendix A: Council Resolution Adopting Water Supply Verification

Water Supply Verification – Atwell Specific Plan Phases 3B and 4A-1

Appendix B: Excerpts from 2020 Urban Water Management Plan

Water Supply Verification – Atwell Specific Plan Phases 3B and 4A-1

2.3.3 Recent Developments

The City has experienced very substantial developments in recent years. Recent or planned developments are shown on **Figure 2.5**. Some of these developments are listed in **Table 2.2**:

Table 2.2
Recent Developments in City of Banning
(Since 2015 UWMP)

No.	Development
1	Banning Distribution Center*
2	Mountain Ave. Baptist School (Expansion of existing private school and installation of five modular building)
3	Inland Behavioral Health Services
4	ESTES Trucking Terminal*
5	West Coast Electric*
6	Cruz Industrial Truck Inc.
7	O'Reilly's Auto Parts*
8	Taco Bell
Tot.	**Eight (8) Developments**

**Pending or Under Construction*

2.3.4 Planned Developments

Currently, there are two (2) significant developments planned within the City's water service area, as described below. Final subdivision maps prepared for the two projects will comply with the provisions of CA Government Code Section 66473.7.

Atwell (Formerly "Butterfield")

The Atwell Specific Plan is a master planned community project that encompasses 1,543 acres and includes approximately 4,900 residential dwelling units, two elementary schools, two commercial sites, and community parks and trails. The project will be constructed in five phases over an estimated period of 30 years. **Figure 2.1** shows some of the developments currently being constructed.



Figure 2.1: Atwell Development

A project-specific water supply assessment (WSA), titled Water Supply Assessment for Atwell Specific Plan, Issued June 2011 with the Draft EIR, Modified December 2011 by Section 4.1 of the Final EIR, was prepared to determine the adequacy of existing and future water supplies to serve the project.

The Environmental Impact Report (EIR) for Atwell, which includes an analysis of water supply supported by the project specific WSA cited above, has been approved by City Council.

Tri Pointe Homes (formerly known as Pardee Homes), the home builder responsible for the new development, has stated that escrow was closed on 83 homes in 2020. They are projecting 392 escrow closings by year end of 2021, bringing the total number of closed homes to 475. They are projecting 316 escrow closings in 2022, bringing the total number of homes occupied by new buyers to 791.

Rancho San Gorgonio

The Rancho San Gorgonio Specific Plan (Rancho San Gorgonio) is a master planned community project that encompasses approximately 831 acres and includes up to 3,385 residential dwelling units, almost 49 acres of neighborhood and community parks, over 160 acres of paseos and open space, and approximately 81 acres of right-of-way and utility easements. The project is anticipated to be constructed in six phases over a period of 18 years. This period is likely to be extended due to varying economic factors.

A project-specific WSA was prepared for Rancho San Gorgonio, titled Water Supply Assessment Rancho San Gorgonio Specific Plan, by Madole & Associates, Inc. and Encompass Associates, Inc., in 2015.

The Draft EIR for Rancho San Gorgonio analyzes water supply supported by the project-specific WSA cited above. Both the EIR and WSA have been completed and approved by the City Council.

2.4 CLIMATE

The City is located within the San Gorgonio Pass, which is a transitional zone where coastal climates transition to desert, resulting in significantly differing landscape and geology. The climate can best be characterized by hot, dry summers and short, mild winters. The region receives an average annual rainfall of approximately 19.7 inches, most of which takes place between December and March. Evapotranspiration (ETo) in the area ranges from 7.88 inches in July to 1.94 inches in December.

As the State of California and the Riverside County region has undergone a several-year drought, rainfall has been much lower in the City. Southern California is also expected to be in a moderate La Nina year for 2021. Recent ETo and rainfall for the City is listed in **Table 2.3**:

Table 3.2

Imported Water Supply 2015 to 2020
(Purchases of SWP water from SGPWA)

Year	Purchases (AF)
2015	686
2016	1,477
2017	1,350
2018	500
2019	250
2020	250
Average:	**752**
2010-2015 Avg. (2015 UWMP)	**847**

Although the City purchases imported water, this water is used solely for recharge of the Beaumont Basin. None of the water purchased is supplied directly to the City's customers. The amount of imported water available to the City for groundwater recharge is dependent on SGPWA's available supply from the SWP. According to the water supply contract between DWR and the SGPWA, SGPWA's maximum annual entitlement from the SWP is 17,300 AFY. Under shortage conditions, SGPWA could limit volumes by implementing SGPWA's Water Shortage Contingency Plan (WSCP).

The SGPWA also has a financial plan in place to obtain additional supplies necessary to meet projected demands within its service area. Sources include the dry-year water purchase program, exchanges with the Crestline-Lake Arrowhead Water Agency (CLAWA), and other supplemental water as available. The SGPWA is expected to purchase additional supplies by 2020 to meet demands.

3.4 GROUNDWATER SOURCES

The City is within the boundaries of the Coachella Valley Hydrologic Unit, which encompasses several groundwater basins, including the Coachella Valley Groundwater Basin (Basin), within which the City is located. The Basin is underlain by several large subbasins, the boundaries of which are mostly defined by fault lines that restrict the lateral flow of water. The Basin extends from Banning easterly to the Salton Sea.

The City is underlain by the San Gorgonio Pass Subbasin (SGP Subbasin) portion of the Basin per **Figure 3.7** on the following page. The SGP Subbasin is divided into water storage units (also colloquially termed "basins"), as depicted in **Figure 3.8**. The City extracts groundwater from the West Banning Storage Unit (formerly known as the Banning Storage Unit), the Banning Bench Storage Unit, the Cabazon Storage Unit (formerly known as the East Banning Storage Unit), the Beaumont Storage Unit, and the Banning Water Canyon Storage Unit, as shown in **DWR Submittal Table 6-1** in **Appendix E**. The storage unit boundaries have been defined in a 2006 USGS report

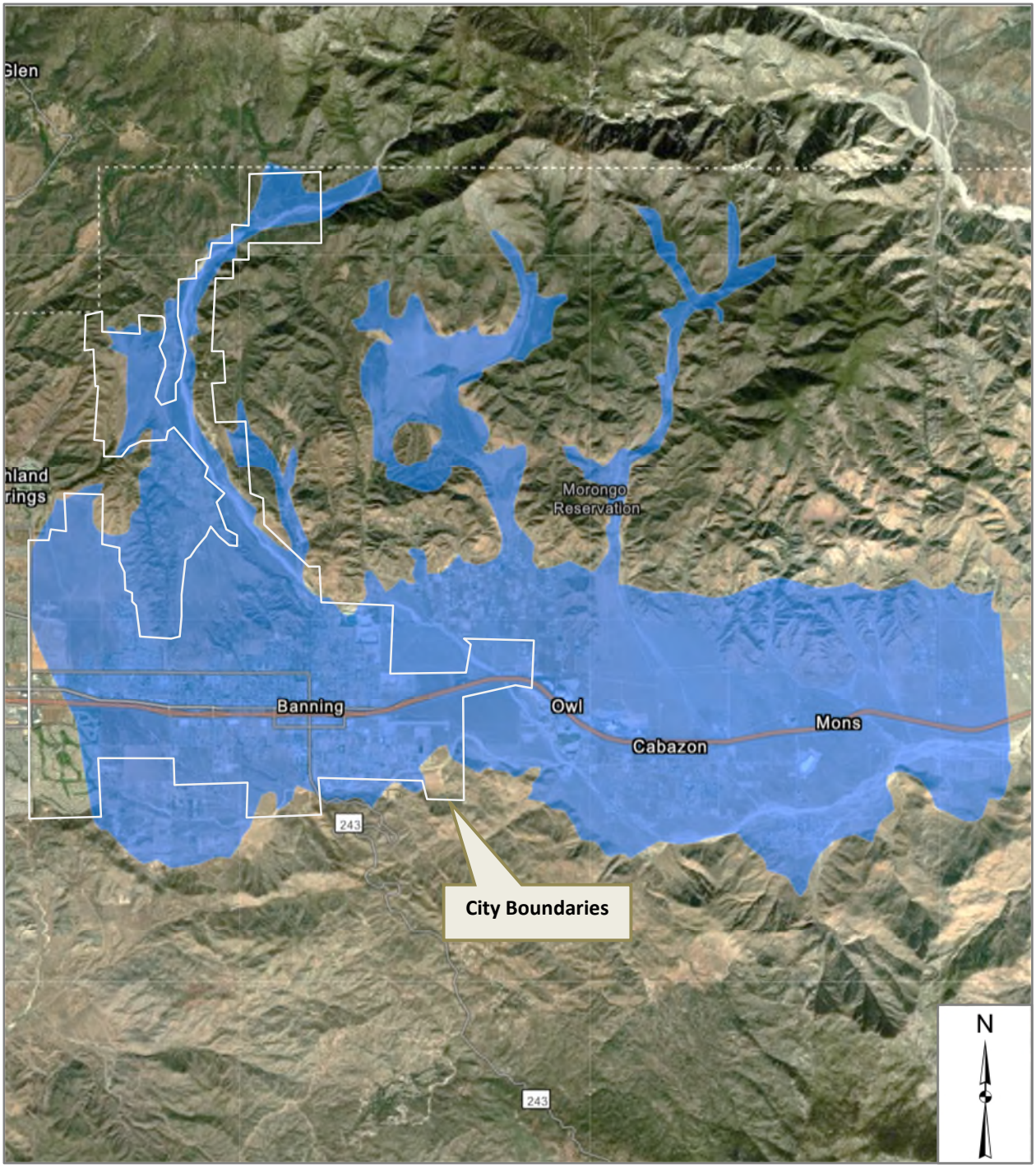

Figure 3.7: San Gorgonio Pass Groundwater Basin

on Groundwater Hydrology, in the San Gorgonio Pass Area *(Scientific Investigations Report 2006-5026)*, prepared by USGS in cooperation with the SGPWA, dated 2006. Since this report, DWR, SGPWA, and the City have refined the details of these storage units.

Groundwater recharge in the area results from precipitation infiltrating into the ground within the surface water catchments and particularly in the canyons north of the City. An additional source of recharge is subsurface inflow (also referred to as underflow) from storage unit to storage unit, infiltration of Whitewater River diversions in the Banning Water Canyon, and from percolation of treated wastewater into the Cabazon Storage Unit. The Banning Water Canyon area receives water from the percolation of canyon flows through the gravelly soils of the canyon bottom. The San Gorgonio River running southerly through the Banning Water Canyon provides intake areas for distributing water to spreading ditches that interconnect with spreading ponds located approximately one mile north of the Banning Bench to enhance percolation.

A hydrogeological study was conducted by Geoscience to determine the maximum perennial yield of the groundwater storage units in the vicinity and to determine the anticipated future available water supply from the Beaumont Storage Unit, West Banning Storage Unit, Banning Bench Storage Unit, Cabazon Storage Unit, and Banning Water Canyon Storage Unit. The findings of the study are set forth in the report by Geoscience, titled *Maximum Perennial Yield Estimates for the Banning and Cabazon Storage Units*, and Available Water Supply from the Beaumont Basin, dated March 29, 2011 (herein referred to as the Geoscience Report). The individual basin safe yields and projected groundwater production (from each basin) are included in **Table 3.4** of this Section and in **Appendix E** as **DWR Submittal Table 6-9** (Projected Water Supplies).

3.4.1 Beaumont Basin (Storage Unit)

The Beaumont Storage Unit (also referred to as the Beaumont Basin) is located primarily in the City of Beaumont, with some portions located within Banning, Calimesa, and Cherry Valley, as depicted in **Figure 3.8**. The Beaumont Storage Unit covers approximately 12,480 acres (19.5 square miles). The City operates four (4) groundwater production wells, namely Wells C2, C3, C4, and M3, within the Beaumont Basin. The City also maintains an additional, non-operating well in the Beaumont Basin (Well M9). The 4 active wells have a combined nominal capacity of 4,650 gallons per minute (gpm). The City also co-owns with BCVWD three additional

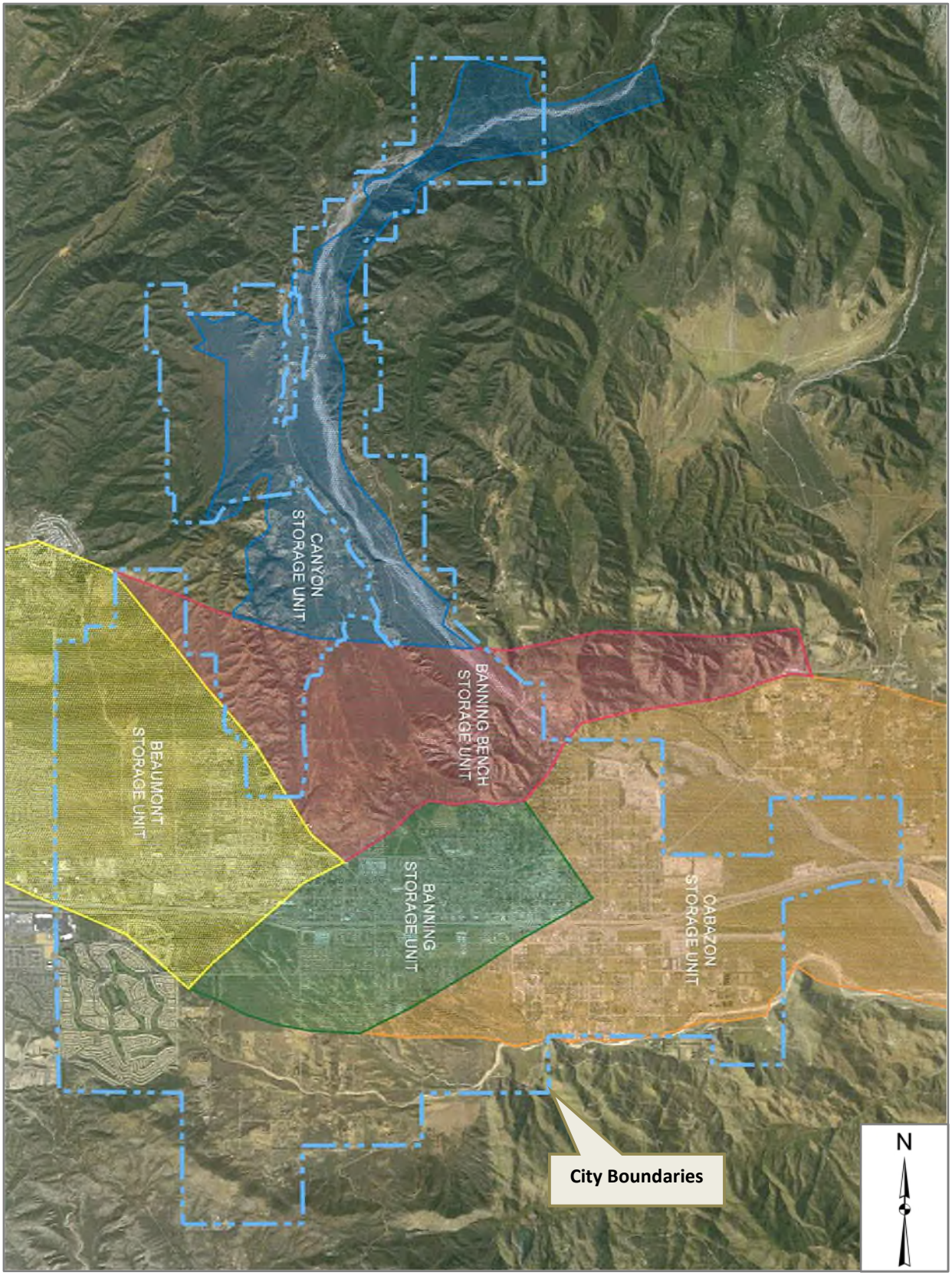

Figure 3.8: Groundwater Basins in the City (Subbasins of San Gorgonio Pass Basin)

groundwater production wells (Wells 24, 25, and 26), with a combined nominal capacity of 6,800 gpm, of which half is allotted to the City. Therefore, the City's total nominal pumping capacity in the Beaumont Basin is 8,050 gpm. The forementioned Wells in the Beaumont Basin are shown in **Figure 3.9**.

The Beaumont Basin is an adjudicated basin pursuant to the *Stipulation for Entry of Judgment Adjudicating Groundwater Rights in the Beaumont Basin* (the Judgment), a copy of which is included in **Appendix L** of this Plan. Pursuant to the Judgment, the Court appointed a five-member Watermaster Committee, consisting of members from each of the five member agencies, which include the Cities of Banning and Beaumont, Beaumont-Cherry Valley Water District, South Mesa Water Company, and Yucaipa Valley Water District.

The Beaumont Basin is the only adjudicated storage unit within the San Gorgonio Pass Basin

The safe yield of the Beaumont Basin was initially established at 8,650 AF/yr, to be distributed among the appropriators. The safe yield is to be reevaluated at least once every ten years. Based on the 2013 *Reevaluation of the Beaumont Basin Safe Yield*, dated April 3, 2015, the safe yield was determined to be 6,700 AF/yr.

Based on a description of the Judgment included in the Beaumont Basin Watermaster 2019 Annual Report Draft, dated December 2020 (referred to herein as the 2019 Watermaster Report), a controlled overdraft (also referred to as temporary surplus) was created to allow the appropriators to extract from the Beaumont Basin, during the first ten years after adoption of the Judgment, a maximum of 16,000 AF/yr. The temporary surplus was divided among the appropriators, with City of Banning receiving 31.43 percent (or 5,029 AF/yr).

After the first 10 years of operation ended in 2014, appropriators no longer receive the temporary surplus and are permitted to extract only the amount each has in storage or credited to them. At the end of calendar year 2019, the City had approximately 51,917.9 AF in its storage account, based on the 2019 Watermaster Report. City of Banning is permitted to store up to 80,000 AF in the Beaumont Basin.

On an annual basis, the Watermaster determines the amount of groundwater to which each producer is entitled from the Beaumont Basin without incurring a replenishment obligation. City of Banning is entitled to 31.43% of the unused production in the Beaumont Basin. Quantities to which the City is entitled but does not pump can be credited to the City's storage account.

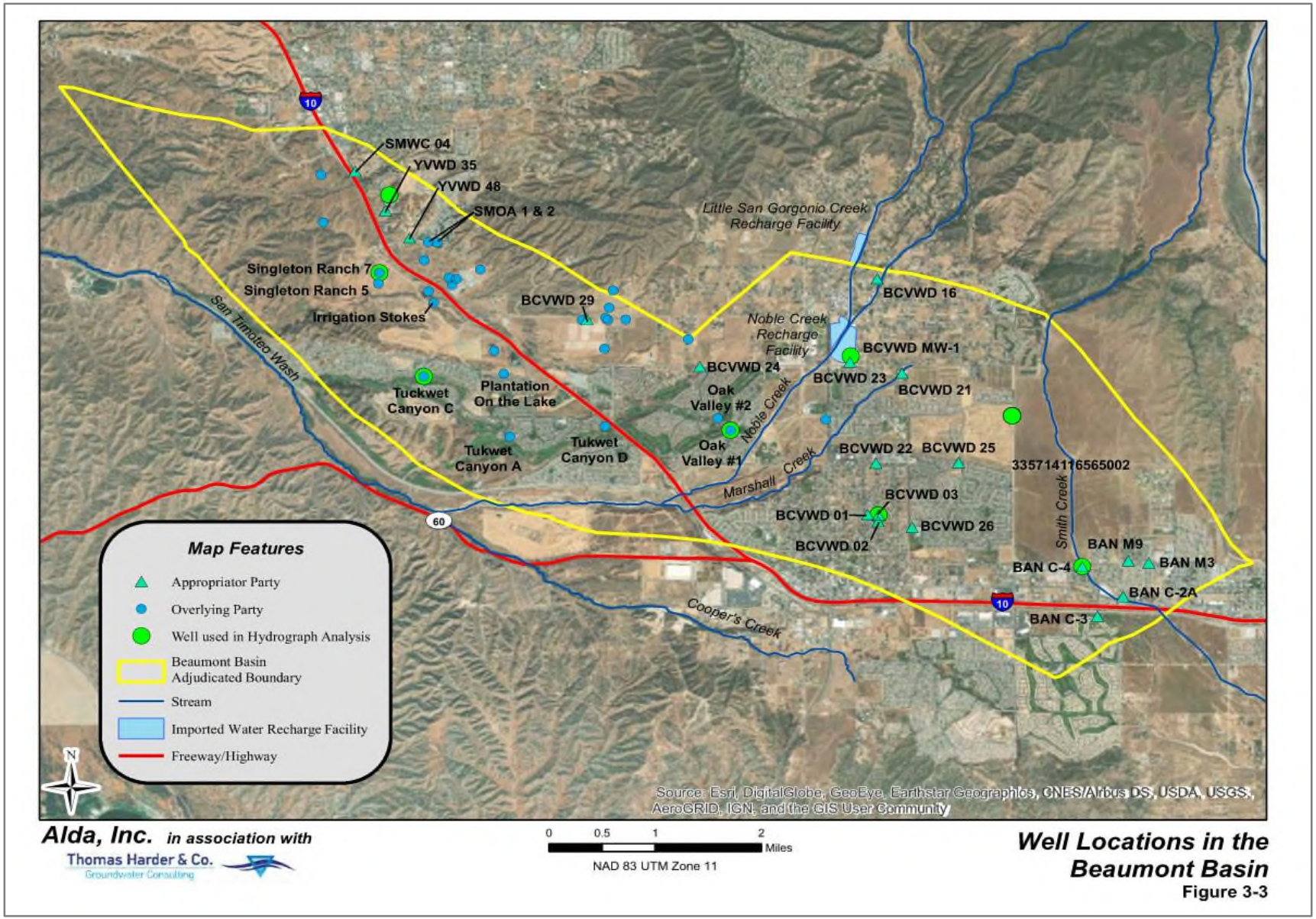

Figure 3.9: Well Locations in the Beaumont Basin



Figure 3.10: Spreading Grounds at WWTP

3.4.2 West Banning Storage

The West Banning Storage Unit lies south of the Banning Bench Storage Unit and east of the Beaumont Storage Unit, as depicted on **Figure 3.8**. The total surface area of the West Banning Storage Unit is approximately 2,489 acres (3.9 square miles). The area is underlain by alluvial sediments, with bedrock occurring to the north in the San Bernardino Mountains. The City currently operates four (4) groundwater production wells within the West Banning Storage Unit, namely C5, M7, M10, and M11. The City lost Well M-12 within the basin, due to a cave-in, but is currently looking into redrilling.

3.4.3 Cabazon Storage Unit

The Cabazon Storage Unit is located near the eastern boundary of the City, southeast of the West Banning Storage Unit and the Banning Bench Storage Unit, as depicted on **Figure 3.8**. The Cabazon Storage Unit encompasses a surface area of approximately 17,215 acres (26.9 square miles). The City currently operates one (1) groundwater production well in the Cabazon Storage Unit, namely Well C6, with a nominal pumping capacity of 900 gpm.

Additional groundwater can be produced from the Cabazon Storage Unit. A water balance prepared for the Cabazon Storage Unit, as described in the Geoscience Report, determined that a positive change in storage has occurred as a result of inflow and outflow factors, including effluent from the Wastewater Treatment Plant (WWTP) percolated from the adjacent spreading grounds (**Figure 3.10** above). Therefore, future projections of available water from

the Cabazon Storage Unit assume that all inflow and outflow values remain the same, with the exception of treated wastewater applied to the basin.

For purposes of projecting Cabazon water supplies into the future, inflow of recycled water increases in time to account for the increase of wastewater generated by an increase in population over time, and this recycled water will be percolated into the Cabazon Storage Unit. Once the Phase I expansion of the WWTP is completed, approximately 1,680 AF/yr of recycled water will be used for irrigation purposes and will no longer be applied to the Cabazon Storage Unit for direct percolation. Well NP-1 is an offline non-potable well that is near the City's WWTP. It was drilled more than 20 years ago, but was never equipped to produce groundwater. There are plans to equip it in the near future and use it prior to the completion of the WWTP expansion. Once the Title 22 improvements at the WWTP are completed, Well NP-1 will serve as a backup and will be used sparingly to help the City meet peak irrigation demands.

3.4.4 Banning Bench Storage Unit

The Banning Bench Storage Unit is located to the north of the West Banning Storage Unit, as shown in **Figure 3.8.** The total surface area of the Banning Bench Storage Unit is approximately 3,573 acres (5.9 square miles). The City currently operates three (3) groundwater production wells within the Banning Bench Storage Unit, namely Wells 1, 2, and 3, with a combined nominal pumping capacity of 3,650 gpm.

3.4.5 Banning Water Canyon Storage Unit

The Banning Water Canyon Storage Unit is located north of the Banning Bench Storage Unit, as depicted in **Figure 3.8.** The total surface area of the Banning Water Canyon Storage Unit is approximately 1,058 acres (1.7 square miles). The canyon bottom comprises alluvium, and the canyon sides are bedrock. The City currently operates eight (8) groundwater production wells within the Banning Water Canyon Storage Unit, namely Wells 4, 5, 7, 8, 9, 10, 11, and 12, with a combined nominal pumping capacity of 8,600 gpm.

Additional recharge occurs in the Banning Water Canyon Storage Unit through the diversion of Whitewater River drainage into Banning Water Canyon. The diverted water flows along steep mountain slopes for approximately 14 miles in a mostly concrete lined conveyance system known as the Whitewater Flume. The Whitewater Flume is described in more detail in **Section 3.6**.

3.5 GROUNDWATER PRODUCTION

All wells within the City's service area are equipped with a flowmeter to measure water production. Water production is

recorded monthly by City water staff and reported annually to DWR. Over the past five years of operation, groundwater extraction has averaged 7,513 AFY. **Table 3.3** displays the City's groundwater supplies for years 2015 to 2020.

Table 3.3
Groundwater-Production

Year	Production (AF)
2015	6,723
2016	7,035
2017	7,576
2018	7,924
2019	7,226
2020	8,596
Average	**7,513**
2010-2015 Avg. (2015 UWMP)	**8,246**

Due to the City's increase in population since 2015, the rebounding effects of the mandatory declaration period, and an abnormally dry 2020, groundwater pumping has increased.

3.5.1 Projected Groundwater Supplies

Currently, the City does not utilize the entire capacity of all of its storage units (subbasins). The maximum annual amount pumped by the City in the past 10 years is just under 9,000 AF. Due to the projected developments, the City expects pumping to increase by 25% within 10 years and over 50% by the end of this UWMP planning period (2045). The pumping capacity of the City's twenty-three (23) wells, including the City's co-owned wells with BCVWD, is just over 14,000 AFY. However, this mechanical pumping capacity is actually limited to the safe yields and/or the adjudicated rights of the subbasins. As noted, in some of the subbasins, the City does not maximize groundwater resources (i.e. Cabazon Unit). Therefore, the City will be establishing new groundwater resources to meet projected demands. In the interim, the City will need to supplement their current allowable pumping capacity by dipping into their Beaumont Basin storage account while the City locates and drills new wells. This will create new resources or establish redundancy in existing resources in order to meet water demands under built-out conditions. **Table 3.4** below shows the City's projected water supplies and available volumes. These values are also reflected in **DWR Submittal Table 6.9** in **Appendix E.**

Table 3.4
Projected Water Supply Availability (AF)

Year	2025	2030	2035	2040	2045
Basin	**Projected (Available)**	**Projected (Available)**	**Projected (Available)**	**Projected (Available)**	**Projected (Available)**
Beaumont Basin	1,491	1,267	1,077	916	778
	(6,700)	(6,700)	(6,700)	(6,700)	(6,700)
West Banning Basin	1,430	1,430	1,430	1,430	1,430
	(1,430)	(1,430)	(1,430)	(1,430)	(1,430)
Cabazon Basin	853	960	1,054	1,136	1,208
	---	---	---	---	---
Banning Bench	1,055	1,187	1,304	1,330	1,330
	(1,330)	(1,330)	(1,330)	(1,330)	(1,330)
Banning Water Canyon	3,679	3,730	3,730	3,730	3,730
	(3,730)	(3,730)	(3,730)	(3,730)	(3,730)
Imported Recharge	250	500	1,000	1,750	2,500
WWTP Recharge (Recycled Water)	1,067	1,107	2,491	2,491	2,491
Additional Supply from Storage	999	2,126	3,156	4,128	4,991
Total Available Supply	63,098	59,351	51,220	40,439	28,551
Total Net Storage	47,169	43,422	35,291	24,510	12,622

Note: See notes under **Table 7.1** and notes under **DWR Submittal Table 6.9** in **Appendix E** for a detailed explanation of the volumes above.

To offset dependency on the groundwater supplies listed above, the City intends to begin using recycled water within the next 10 years, as described in **Section 4**.

The City will also continue to benefit indirectly from regional conservation efforts and also through SGPWA's efforts to augment its supplies and improve reservoir storage capacities. **Section 7** discusses reliability issues and compares the City's projected water supply availability to projected demands for normal, dry, and multiple dry years through 2045.

3.6 SURFACE WATER

The Whitewater Flume was built to provide water and power to the City and Banning Heights Mutual Water Company (BHWMC). BHWMC utilizes approximately 1,000 AF/yr of the Whitewater River diversions in the Flume (**Figures 3.11 and 3.12**), and the remainder of the diverted water flows into the San Gorgonio River below the Banning Heights Mutual Water Company (BHMWC) extraction point. A portion of the natural runoff and the Whitewater River diversions are diverted into spreading ponds located approximately one mile north of the Banning Bench in order to increase groundwater recharge.

Since 1913, surface water from the Whitewater River has been diverted into the Banning Water Canyon Storage Unit, with an average of 1,500 AF/yr diverted into Banning Water Canyon since 1961. The water flowed within the Whitewater Flume (mentioned above in **Section 3.4.5 Banning Water Canyon Storage Unit**), and then through two hydroelectric power plants.



Figure 3.11: Whitewater Flume System

Due to damage along sections of the Whitewater Flume, surface flow is being diverted into Burnt Canyon to the north, and then back to the Whitewater Flume upstream of Powerhouse No. 1, where it continues downstream through Powerhouse No. 2 to an above ground reservoir operated by Banning Heights Mutual Water Company (BHMWC). The remaining water flows to the San Gorgonio River, where it recharges the Banning Water Canyon Storage Unit.

In June of 2010, Southern California Edison (SCE), the City of Banning, BHMWC and the SGPWA entered into an "Agreement for

Transfer of San Gorgonio Hydroelectric Project No. 344 Water Conveyance Facilities" which determined that SCE would restore and repair the facilities and transfer ownership to the City and BHMWC.



Figure 3.12: Whitewater Flume System

In average years the Whitewater Flume provides direct water use to the Banning Heights Mutual Water Company, and the rest goes to recharging the groundwater basins, which the City can then pump from as groundwater. A lot of recharged water is received during the Spring.

The Apple Fire of 2020 encompassed the entire Whitewater Flume structure. As of April 2021, the Whitewater Flume remains damaged and unable to deliver water to BHMWC and the City of Banning. SCE, BHMWC, and the City are working together to get the system back in operation as quickly as possible. Southern California Edison currently owns the Whitewater Flume system.

The City of Banning plans to conserve stormwater flows from tributary creeks within its service area by allowing water to percolate into the ground. A preliminary evaluation by the City indicated that a portion of stormwater flows from creeks in the area could be conserved as "new" water to meet future needs. The Atwell Development (previously known as Butterfield) includes design features that are estimated to capture and recharge approximately 1,370 AF/yr of stormwater flows from Smith Creek. The Rancho San Gorgonio Specific Plan includes design features that are estimated to capture and recharge approximately 199 AF/yr of stormwater at full buildout.

3.7 ALTERNATE WATER SOURCES

This section provides an overview of alternative water sources (non-potable supplemental supplies) and their potential uses. Alternative water sources include recycled water or greywater. A more detailed look into recycled stormwater is found in **Section 4**.

3.7.1 Greywater

Greywater systems have been used in California to provide a source of water supply for subsurface irrigation and also as

a means to reduce overall water use. Greywater consists of water discharged from sinks, bathtubs, dishwashers, and washing machines. Greywater systems consist of an underground tank and pumping system. Greywater is currently legal for subsurface irrigation in the State of California; however, strict regulations and high installation costs have impeded installation of professional greywater systems and have the unintended consequence of undocumented and noncompliant use of greywater. An example of a Greywater System is shown below in **Figure 3.13**.

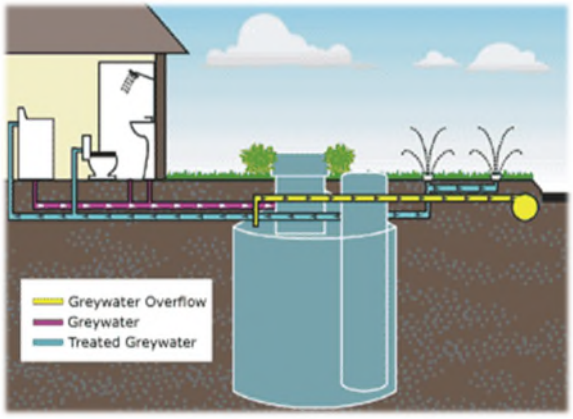

Figure 3.13: Greywater System

The City does not currently have a formal program in place to support greywater use. However, the promotion of greywater systems as a means to reduce the City's overall water use is not recommended since the use of greywater is currently limited to subsurface irrigation and therefore the overall service area-wide reduction in water use (in AF) would be minimal at best. Additionally, any water diverted to greywater systems would no longer be available to be treated into recycled water.

3.8 TRANSFERS OR EXCHANGES

The City's rights to annual groundwater extraction are shown on **DWR Submittal Table 6-9** of **Appendix E**. In light of pending housing growth, this table indicates that preservation of the City's groundwater supplies is imperative for the City. Thus, the leasing of groundwater rights is not feasible for the City. Other than the sale of water to High Valleys Water District, and occasionally to BHMWC, the City is not planning to enter into any groundwater transfer or exchange opportunities with other agencies.

The City has one 12-inch interconnection with BCVWD that is capable of transferring water to the City during emergencies. The emergency connection is located at the intersection of Sun Lakes Blvd. & Highland Springs Ave. During the summer of 2020 the City took water from BCVWD through this interconnection because four (4) wells were out of operation. Before this year, the interconnect had not been used since 2008.

3.9 PLANNED SUPPLY PROJECTS

The City continually reviews practices that will provide its customers with adequate and reliable supplies. Trained staff continues to ensure the water quality is



Figure 4.3: City of Banning WWTP and Percolation Ponds

4.3.2 Potential Recycled Water Use

From an engineering standpoint, there are no physical barriers or constraints which would cause the construction of recycled water facilities to be unfeasible. The City is relatively flat within the vicinity of potential recycled water customers. The City currently serves one customer (Sun Lakes Golf Course) with non-potable water from Well M7 and Well M12. Typical annual demand for the Sun Lakes Golf Course is 850 AFY or 0.8 MGD. Since the Sun Lakes Golf Course is located on the westerly end of the City, once the City constructs recycled water pipelines to reach the Sun Lakes Golf Course, other potential customers would be within proximity to receive recycled water. Therefore, construction of recycled water facilities would prove feasible if the funding for recycled water improvements and pipeline infrastructure was covered, at least in-part, by developers, and an agreement was in place for the use of recycled water. The City would then be able to provide recycled water to its customers.

Since the Sun Lakes Golf Course provides the City with existing recycled water demand, other potential users can "tap in" to the proposed recycled water pipeline.

The City's previous 2006 Recycled Water Master Plan identified potential customers across the Interstate 10 Freeway. However, the 2018 IMP indicated that these potential customers were not feasible, due to the difficulty with crossing the 10 Freeway and the railroad tracks, and since there are other potential customers south of the 10 Freeway. The potential recycled water customers are listed in **Table 4.5** below:

Table 4.5
Potential Recycled Water Users

Customer	Recycled Water Demand (AF)
Existing Customers	
Sun Lakes Golf Course	850
Banning High School	175
Dysart Park	87
Lions Park	79
Projected Developments	
Atwell Development	864
Rancho San Gorgonio Development	217
Five Bridges Development	223
Neighborhood Park	35
Total	**2,530**

As noted by **Table 4.5** above, the exception to maintaining only recycled water users below the 10 Freeway would be the Atwell Development (previously known as Butterfield), since this is a relatively large development. In addition, it would be within about a 1-mile distance from the Sun Lakes Golf Course. Assuming the Sun Lakes Golf Course is provided recycled water

service prior to completion of the Atwell Development, the pipeline can be extended to feed the Atwell Development due to the proximity of the pipeline. A recycled water line to the Atwell development may be constructed in the future, but the City does not currently have plans to fund or construct such a project, as reflected in the 2018 Integrated Master Plan.

4.3.3 Recycled Water Alternatives

For the Atwell Development, the City had considered construction of a satellite wastewater treatment facility, but has since moved away from this idea. Instead, Atwell will send all of its sewer discharge to the City's WWTP. However, the City is exploring the option of using excess recycled water (whatever is not used for irrigation) to recharge the West Banning Basin. This would allow the City to make full use of its upgraded treatment capacity.

4.4 ENCOURAGING AND OPTIMIZING RECYCLED WATER USE

Currently, there are no methods in place to encourage the use of recycled water, since recycled water infrastructure has not yet been constructed as of this UWMP. Once the City has the capacity to provide recycle water, then they would consider incentives to encourage and optimize recycled water use. This may include:

- Outreach to general public
- Outreach to potential recycled water customers
- Monitoring, enforcement and training for recycled water use
- Temporary financial incentives, such as free service for the first month

The exact methods will be developed as the City's recycled water system expands. If the City applies for outside funding to construct recycled water infrastructure, the City will need to also secure funding specifically for the purpose of actively promoting recycled water use.

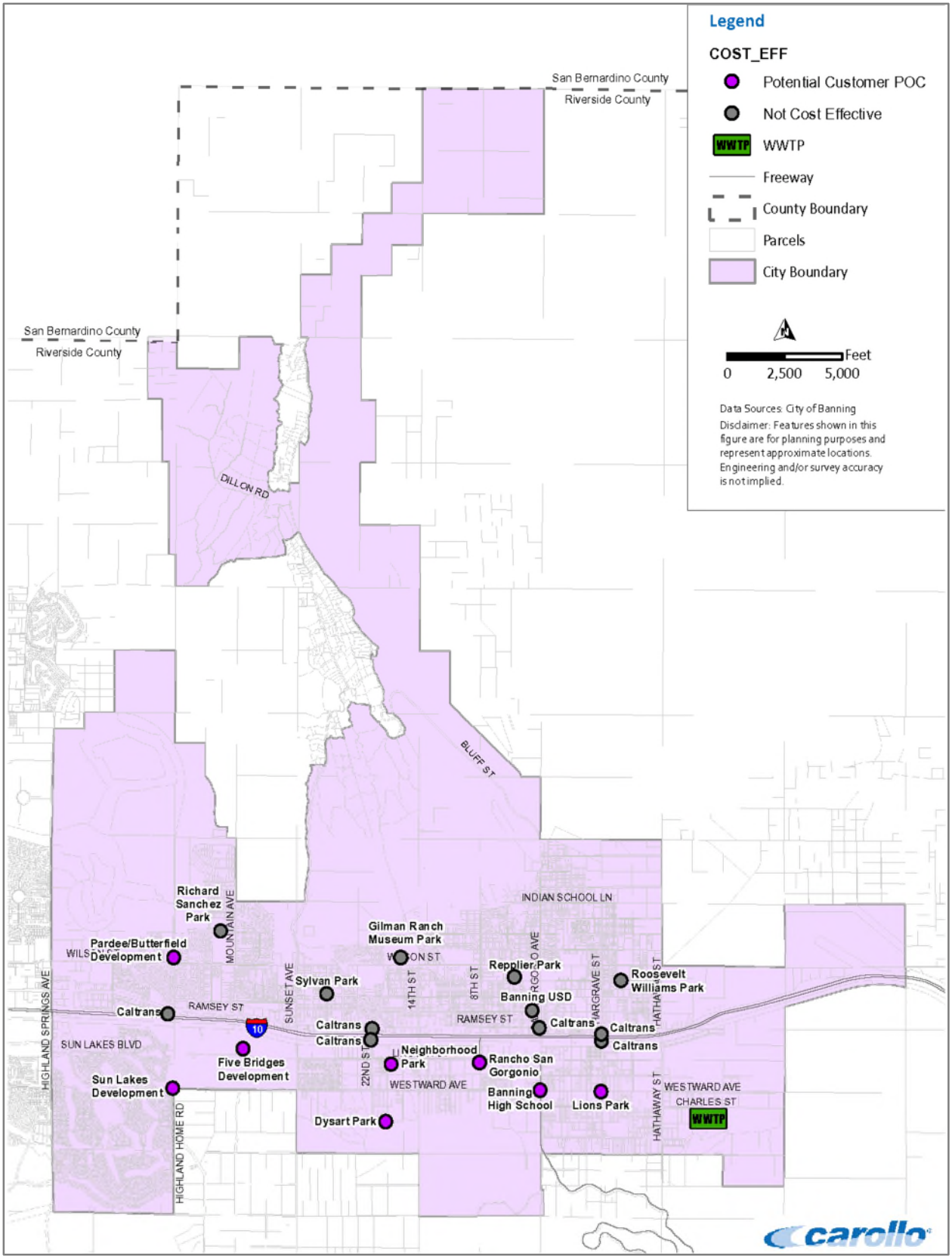

Figure 4.4: City of Banning Potential Recycled Water Customers

responsible manner. Water use priority does not differ based on income level, but is classified by the type of use.

The residential sector projections include projected low-income housing in accordance with the City's Housing Element (http://banning.ca.us/428/Housing-Element). Page 14 of the Housing Element is projecting a total of 1,163 additional low-income housing units to meet the City's Housing Needs Assessment. With an estimated 2.5 persons per unit (or about 0.6 AFY per unit), the City will need an additional 717 AF of water per year to supply water to these projected lower income housing units. These low-income water demands are included in future projections for single family and multi-family homes listed in **Table 6.6** below.

6.8.3 Projected Water Use by Sector

For planning purposes, the City's projected water use for 2025-2045 is broken down by sector in **Table 6.6**. The estimates per sector are based on the ratios of the sectors shown in **Table 6.3** and **Figure 6.4**. **Figure 6.9** on the following page also shows the Projected Water Demand by Sector (in 2045).

Table 6.6
Projected Water Demand by Sector

Sector	2025	2030	2035	2040	2045
Water Service Area Population	38,180	45,235	52,290	59,345	66,400
Consumption Rate (GPCD) *Including 1.0% Annual Passive Savings*	222	211	201	191	181
Demands					
Single Family Residential	4,505	5,071	5,569	6,004	6,382
Multi-Family Residential	92	103	114	123	130
Commercial	2,263	2,548	2,798	3,016	3,206
Industrial	195	220	241	260	276
Institutional/Governmental	26	29	32	35	37
Landscape Irrigation (Potable)*	635	715	785	846	900
Landscape Irrigation ((Non-Potable)	342	385	423	456	484
Total Water Sales:	**8,059**	**9,070**	**9,961**	**10,739**	**11,415**
Unaccounted for Water	1,448	1,630	1,790	1,930	2,052
Total Water Consumption (Total Supply into System):	**9,507**	**10,701**	**11,751**	**12,670**	**13,467**

Note: Some projected potable landscape irrigation demands may be switched to the "non-potable" category when recycled water is available

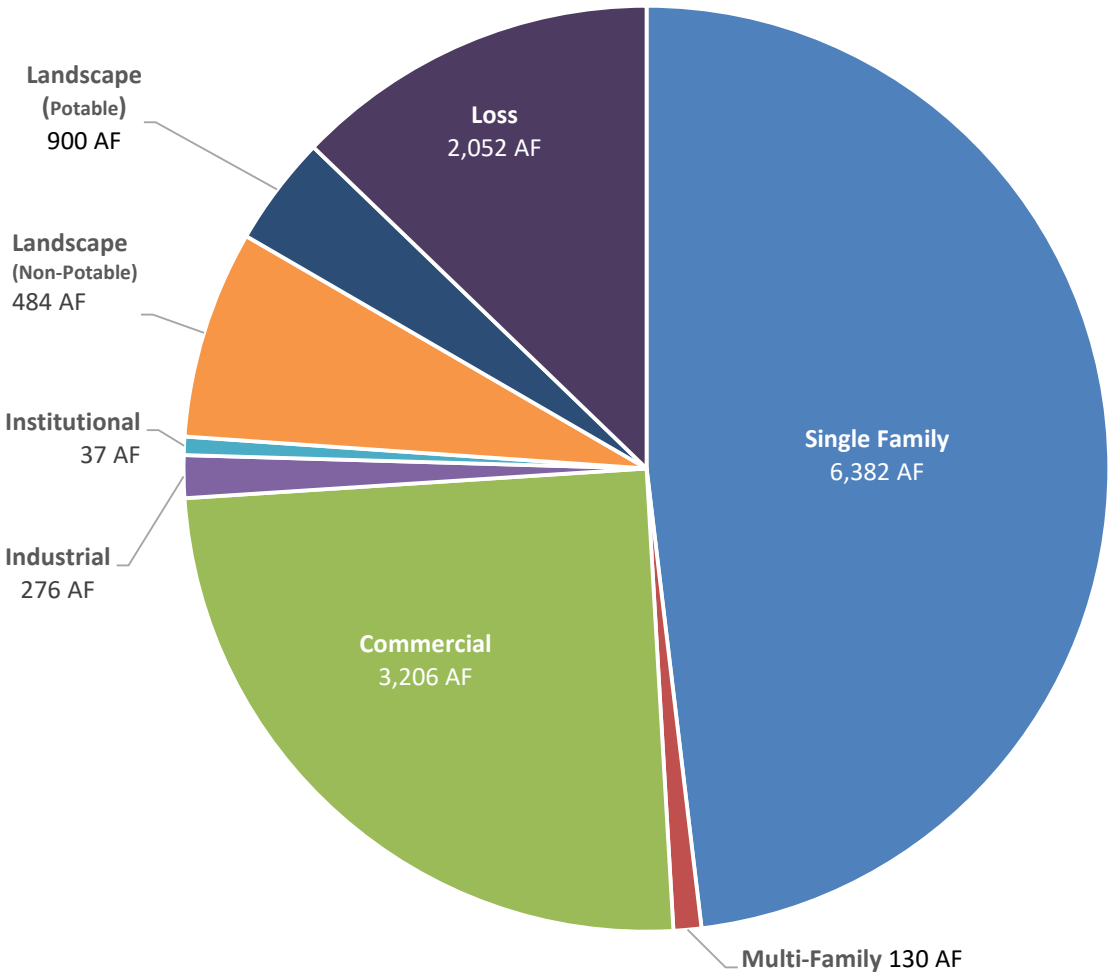

Figure 6.9: Projected Water Demand by Sector (in 2045)

Appendix C: Beaumont Basin Judgment

Water Supply Verification – Atwell Specific Plan Phases 3B and 4A-1

ORIGINAL COPY

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NO FILING FEE REQUIRED PER GOVERNMENT CODE, SEC. 6103

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB - 4 2004

Attorneys for Plaintiff, SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE, RIVERSIDE COURT

SAN TIMOTEO WATERSHED MANAGEMENT AUTHORITY, a public agency,

Plaintiff,

vs.

CITY OF BANNING, a municipal corporation; BEAUMONT-CHERRY VALLEY WATER DISTRICT, an irrigation district; YUCAIPA VALLEY WATER DISTRICT, a county water district; PLANTATION ON THE LAKE LLC, a California limited liability company; SHARONDALE MESA OWNERS ASSOCIATION, an unincorporated association; SOUTH MESA MUTUAL WATER COMPANY, a mutual water company; CALIFORNIA OAK VALLEY GOLF AND RESORT LLC, a California limited liability company; OAK VALLEY PARTNERS LP, a Texas limited partnership; SOUTHERN CALIFORNIA SECTION OF THE PROFESSIONAL GOLFERS ASSOCIATION OF AMERICA, a California corporation; SUNNY-CAL EGG AND POULTRY COMPANY, a California corporation; MANHEIM, MANHEIM & BERMAN, a California General Partnership; WALTER M. BECKMAN, individually and as Trustee of the BECKMAN FAMILY TRUST dated December 11, 1990; THE ROMAN CATHOLIC BISHOP of San Bernardino,

CASE NO. RIC 389197

JUDGMENT PURSUANT TO STIPULATION ADJUDICATING GROUNDWATER RIGHTS IN THE BEAUMONT BASIN

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a California corporation; MERLIN PROPERTIES, LLC; LEONARD M. STEARNS and DOROTHY D. STEARNS, individually and as Trustees of the LEONARD M. STEARNS FAMILY TRUST OF 1991; and DOES 1 through 500, inclusive,

Defendants.

I. INTRODUCTION

1. Pleadings, Parties and Jurisdiction

The complaint herein was filed on February 20, 2003, seeking an adjudication of water rights, injunctive relief and the imposition of a physical solution. The defaults of certain defendants have been entered, and certain other defendants dismissed. Other than defendants who have been dismissed or whose defaults have been entered, all defendants have appeared herein. This Court has jurisdiction of the subject matter of this action and of the parties herein.

2. Stipulation for Judgment

Stipulation for Entry of Judgment has been filed by and on behalf of all defendants who have appeared herein.

3. Definitions

As used in this Judgment, these terms shall have the following meanings:

A. Appropriator or Appropriator Parties: the pumpers identified in Exhibit "C" attached hereto.

B. Appropriator's Production Right: consists of an Appropriator's share of Operating Yield, plus (1) any water acquired by an Appropriator from an Overlying Producer or other Appropriator pursuant to this Judgment, (2) any water

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withdrawn from the Appropriator's storage account, (3) and New Yield created by the Appropriator.

C. Appropriative Water: the amount of Safe Yield remaining after satisfaction of Overlying Water Rights.

D. Appropriative Water Right: each Appropriator's share of Appropriative Water, such share expressed as a percentage as shown on Exhibit "C".

E. Beaumont Basin or Beaumont Storage Unit: the area situated within the boundaries shown on Exhibit "A" attached hereto.

F. Conjunctive Use: the storage of water in a Groundwater Basin for use at a later time.

G. Groundwater: water beneath the surface of the ground within the zone below the water table in which soil is saturated with water.

H. Groundwater Basin: an area underlain by one or more permeable formations capable of furnishing a substantial water supply.

I. Groundwater Storage Agreement: a standard form of written agreement between the Watermaster and any Person requesting the storage of Supplemental Water.

J. Groundwater Storage Capacity: the space available in a Groundwater Basin that is not utilized for storage or regulation of Safe Yield and is reasonably available for Stored Water and Conjunctive Use.

K. Minimal Producer: any Producer who pumps 10 or fewer acre feet of Groundwater from the Beaumont Basin per year.

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L. New Yield: increases in yield in quantities greater than historical amounts from sources of supply including, but not limited to, capture of available storm flow, by means of projects constructed after February 20, 2003, as determined by the Watermaster.

M. Operating Yield: the maximum quantity of water which can be produced annually by the Appropriators from the Beaumont Basin, which quantity consists of Appropriative Water plus Temporary Surplus.

N. Overdraft: a condition wherein the total annual production from a Groundwater Basin exceeds the Safe Yield thereof.

O. Overlying Parties: the Persons listed on Exhibit "B", who are owners of land which overlies the Beaumont Basin and have exercised Overlying Water Rights to pump therefrom. Overlying Parties include successors in interest and assignees.

P. Overlying Water Rights: the quantities decreed to Overlying Parties in Column 4 of Exhibit "B" to this Judgment.

Q. Overproduction: by an Appropriator, measured by an amount equal to the Appropriator's actual annual production minus the Appropriator's Production Right. By a new overlying producer, an amount equal to what the overlying producer pumped during the year.

R. Party (Parties): any Person(s) named in this action, or who has intervened, or has become subject to this Judgment either through stipulation, trial or otherwise

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S. Person: any individual, partnership, association, corporation, governmental entity or agency, or other organization.

T. Physical Solution: the physical solution set forth in Part V of this Judgment.

U. Produce, Producing, Production, Pump or Pumping: the extraction of groundwater.

V. Producer or Pumper: any Person who extracts groundwater.

W. Recycled Water: has the meaning provided in Water Code Section 13050(n) and includes other nonpotable water for purposes of this Judgment.

X. Safe Yield: the maximum quantity of water which can be produced annually from a Groundwater Basin under a given set of conditions without causing a gradual lowering of the groundwater level leading eventually to depletion of the supply in storage. The Safe Yield of the Beaumont Basin is 8650 acre feet per year in each of the ten (10) years following entry of this Judgment.

Y. San Timoteo Watershed Management Authority: a joint powers public agency whose members are the Beaumont-Cherry Valley Water District, the City of Beaumont, the South Mesa Mutual Water Company and the Yucaipa Valley Water District.

Z. Stored Water: Supplemental Water stored in the Beaumont Basin pursuant to a Groundwater Storage Agreement with the Watermaster.

AA. Supplemental Water: water imported into the

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Beaumont Basin from outside the Beaumont Basin including, without limitation, water diverted from creeks upstream and tributary to Beaumont Basin and water which is recycled and useable within the Beaumont Basin.

BB. Temporary Surplus: the amount of groundwater that can be pumped annually in excess of Safe Yield from a Groundwater Basin necessary to create enough additional storage capacity to prevent the waste of water.

CC. Watermaster: the Person appointed by the Court to administer and enforce the Physical Solution.

4. List of Exhibits

The following exhibits are attached to this Judgment and made a part hereof:

Exhibit "A" -- "Location Map of Beaumont Basin"
Exhibit "B" -- "Overlying Owners and Their Water Rights"
Exhibit "C" -- "Appropriators and Their Water Rights"
Exhibit "D" -- "Legal Description of Lands of the Overlying Parties"
Exhibit "E" -- "Location of Overlying Producer Parcels and Boundary of the Beaumont Basin"

II. INJUNCTIONS

1. Injunction Against Unauthorized Production of Beaumont Basin Water

Each party herein is enjoined, as follows:

A. Overlying Parties: Each defendant who is an Overlying Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any five-year period hereafter in excess of five times the share of the Safe Yield assigned to the Overlying Parties as set

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forth in Column 4 of Exhibit "B", as more fully described in the Physical Solution.

B. Appropriator Parties: Each defendant who is an Appropriator Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from producing groundwater from the Beaumont Basin in any year hereafter in excess of such party's Appropriator's Production Right, except as additional annual Production may be authorized by the provisions of the Physical Solution.

2. Injunction Against Unauthorized Storage or Withdrawal of Stored Water

Each and every Party, and its officers, agents, employees, successors and assigns, is hereby enjoined and restrained from storing Supplemental Water in the Beaumont Basin for withdrawal, or causing withdrawal of water stored by that Party, except pursuant to the terms of a written Groundwater Storage Agreement with the Watermaster and in accordance with Watermaster Rules and Regulations. Any Supplemental Water stored in the Beaumont Basin, except pursuant to a Groundwater Storage Agreement, shall be deemed abandoned and not classified as Stored Water.

III. DECLARATION AND ADJUSTMENT OF RIGHTS

1. Overlying Rights

The Overlying Parties are currently exercising Overlying Water Rights in the Beaumont Basin. As shown on Exhibit "B", the aggregate Projected Maximum Production of water from the Beaumont Basin pursuant to Overlying Water Rights is 8650 acre feet and the Overlying Water Rights are individually decreed, in Column 4 of Exhibit "B", for each Overlying Party. The Overlying Parties

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shall continue to have the right to exercise their respective Overlying Water Right as set forth in Column 4 of Exhibit "B" except to the extent their respective properties receive water service from an Appropriator Party, as contemplated by Paragraph III.3 of this Judgment.

2. Appropriator's Share of Operating Yield

Each Appropriator Party's share of Operating Yield is shown on Exhibit "C". Notwithstanding any other provision of this Judgment, each Appropriator Party may use its Appropriator's Production Right anywhere within its service area.

3. Adjustment of Rights

A. The Overlying Parties shall have the right to exercise their respective Overlying Water Rights except as provided in this Paragraph 3.

B. To the extent any Overlying Party requests, and uses its Exhibit "B", Column 4 water to obtain water service from an Appropriator Party, an equivalent volume of potable groundwater shall be earmarked by the Appropriator Party which will serve the Overlying Party, up to the volume of the Overlying Water Right as reflected in Column 4 of Exhibit "B" attached hereto, for the purpose of serving the Overlying Party. The intent of this provision is to ensure that the Overlying Party is given credit towards satisfying the water availability assessment provisions of Government Code, Section 66473.7 et seq. and Water Code, Section 10910 et seq. or other similar provisions of law, equal to the amount of groundwater earmarked hereunder.

C. When an Overlying Party receives water service as

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provided for in subparagraph III.3.B the Overlying Party shall forebear the use of that volume of the Overlying Water Right earmarked by the Appropriator Party. The Appropriator Party providing such service shall have the right to produce the volume of water foregone by the Overlying Party, in addition to other rights otherwise allocated to the Appropriator Party.

D. Should the volume of the Overlying Water Right equal or exceed the volume of potable groundwater earmarked as provided in subparagraph 3.B, the Appropriator Party which will serve the Overlying Party shall (i) impose potable water charges and assessments upon the Overlying Party and its successors in interest at the rates charged to the then-existing regular customers of the Appropriator Party, and (ii) not collect from such Overlying Party any development charge that may be related to the importation of water into the Beaumont Basin. The Appropriator Party which will serve the Overlying Party pursuant to Subparagraph III.3.B shall also consider, and negotiate in good faith regarding, the provision of a meaningful credit for any pipelines, pump stations, wells or other facilities that may exist on the property to be served.

E. In the event an Overlying Party receives Recycled Water from an Appropriator Party to serve an overlying use served with groundwater, the Overlying Water Right of the Overlying Party shall not be diminished by the receipt and use of such Recycled Water. Recycled Water provided by an Appropriator Party to an Overlying Party shall satisfy the

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criteria set forth in the California Water Code including, without limitation, the criteria set forth in Water Code Sections 13550 and 13551. The Appropriator Party which will serve the Recycled Water shall have the right to use that portion of the Overlying Water Right of the Overlying Party offset by the provision of Recycled Water service pursuant to the terms of this subparagraph; provided, however, that such right of use by the Appropriator Party shall no longer be valid if the Recycled Water, provided by the Appropriator Party to the Overlying Party, does not satisfy the requirements of Sections 13550 and 13551 and the Overlying Party ceases taking delivery of such Recycled Water.

F. Nothing in this Judgment is intended to impair or adversely affect the ability of an Overlying Party to enter into annexation or development agreements with any Appropriator Party.

G. Oak Valley Partners LP ("Oak Valley") is developing its property pursuant to Specific Plans 216 and 216A adopted by the County of Riverside ("County") in May 1990, and Specific Plan 318 adopted by the County in August, 2001, (Specific Plans 216, 216A and 318 are collectively referred to as the "Specific Plans"). The future water supply needs at build-out of the Specific Plans will greatly exceed Oak Valley's Projected Maximum Production, as reflected in Exhibit "B" to the Judgment, and may be as much as 12,811 acre feet per year. Oak Valley has annexed the portion of its property now within the City of Beaumont into the Beaumont-Cherry Valley Water District ("BCVWD"), and is in

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the process of annexing the remainder portion of its property into the Yucaipa Valley Water District ("YVWD"), in order to obtain retail water service for the development of the Oak Valley property pursuant to the Specific Plans (for purposes of this subparagraph BCVWD and YVWD are collectively referred to as the "Water Districts", and individually as a "Water District"). YVWD covenants to use its best efforts to finalize the annexation of the Oak Valley property within the Calimesa City limits. Oak Valley, for itself and its successors and assigns, hereby agrees, by this stipulation and upon final annexation of its property by YVWD, to forbear from claiming any future, unexercised, overlying rights in excess of the Projected Maximum Production of Exhibit "B" of 1806 acre feet per year. As consideration for the forbearance, the Water Districts agree to amend their respective Urban Water Management Plans ("UWMP") in 2005 as follows: BCVWD agrees that 2,400 acre feet per year of projected water demand shall be included for the portion of Oak Valley to be served by BCVWD in its UWMP, and YVWD agrees to include 8,000 acre feet per year of projected water demand as a projected demand for the portion of Oak Valley to be served by YVWD in its UWMP by 2025. The Water Districts agree to use their best judgment to accurately revise this estimate to reflect the projected water demands for the UWMP prepared in 2010. Furthermore, the Water Districts further agree that, in providing water availability assessments prior to 2010, as required by Water Code §10910 and water supply verifications as required by Government Code §§66455.3 and

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66473.7, or any similar statute, and in maintaining their respective UWMP, each shall consider the foregoing respective projected water demand figures for Oak Valley as proposed water demands. The intent of the foregoing requirements is to ensure that Oak Valley is credited for the forbearance of its overlying water rights and is fully accounted for in each Water District's UWMP and overall water planning. The Water Districts' actions in performance of the foregoing planning obligations shall not create any right or entitlement to, or priority or allocation in, any particular water supply source, capacity or facility, or any right to receive water service other than by satisfying the applicable Water District's reasonable requirements relating to application for service. Nothing in this subparagraph G is intended to affect or impair the provision of earmarked water to Overlying Parties who request and obtain water service from Appropriator Parties, as set forth in subparagraph III.3.B, above.

H. Persons who would otherwise qualify as Overlying Producers based on an interest in land lying within the City of Banning's service area shall not have the rights described in this Paragraph III.3.

4. Exemption for Minimal Producers

Unless otherwise ordered by the Court, Minimal Producers are exempt from the provisions of this Judgment.

IV. CONTINUING JURISDICTION

Full jurisdiction, power and authority is retained and reserved to the Court for purposes of enabling the Court, upon

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application of any Party, by a motion noticed for at least a 30-day period (or consistent with the review procedures of Paragraph VII.6 herein, if applicable), to make such further or supplemental order or directions as may be necessary or appropriate for interim operation of the Beaumont Basin before the Physical Solution is fully operative, or for interpretation, or enforcement or carrying out of this Judgment, and to modify, amend or amplify any of the provisions of this Judgment or to add to the provisions hereof consistent with the rights herein decreed; except that the Court's jurisdiction does not extend to the redetermination of (a) Safe Yield during the first ten years of operation of the Physical Solution, and (b) the fraction of the share of Appropriative Water of each Appropriator.

V. THE PHYSICAL SOLUTION

1. Purpose and Objective

In accordance with the mandate of Section 2 of Article X of the California Constitution, the Court hereby adopts, and orders the parties to comply with, a Physical Solution. The purpose of the Physical Solution is to establish a legal and practical means for making the maximum reasonable beneficial use of the waters of Beaumont Basin, to facilitate conjunctive utilization of surface, ground and Supplemental Waters, and to satisfy the requirements of water users having rights in, or who are dependent upon, the Beaumont Basin. Such Physical Solution requires the definition of the individual rights of all Parties within the Beaumont Basin in a manner which will fairly allocate the native water supplies and which will provide for equitable sharing of costs of Supplemental Water.

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2. Need for Flexibility

The Physical Solution must provide maximum flexibility and adaptability in order that the Watermaster and the Court may be free to use existing and future technological, social, institutional and economic options. To that end, the Court's retained jurisdiction shall be utilized, where appropriate, to supplement the discretion granted herein to the Watermaster.

3. Production and Storage in Accordance With Judgment

This Judgment, and the Physical Solution decreed herein, address all Production and Storage within the Beaumont Basin. Because the Beaumont Basin is at or near a condition of Overdraft, any Production outside the framework of this Judgment and Physical Solution will potentially damage the Beaumont Basin, injure the rights of all Parties, result in the waste of water and interfere with the Physical Solution. The Watermaster shall bring an action or a motion to enjoin any Production that is not in accordance with the terms of this Judgment.

4. General Pattern of Operation

One fundamental premise of the adjudication is that all Producers shall be allowed to pump sufficient water from the Beaumont Basin to meet their respective requirements. Another fundamental premise of the adjudication is that Overlying Parties who pump no more than the amount of their Overlying Water Right as shown on Column 4 of Exhibit "B" hereto, shall not be charged for the replenishment of the Beaumont Basin. To the extent that pumping exceeds five (5) times the share of the Safe Yield assigned to an Overlying Party (Column 4 of Exhibit "B") in any five (5) consecutive years, or the share of Operating Yield

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Right of each Appropriator Party, each such Party shall provide funds to enable the Watermaster to replace such Overproduction.

5. Use of Available Groundwater Storage Capacity

A. There exists in the Beaumont Basin a substantial amount of available Groundwater Storage Capacity. Such Capacity can be reasonably used for Stored Water and Conjunctive Use and may be used subject to Watermaster regulation to prevent injury to existing Overlying and Appropriative water rights, to prevent the waste of water, and to protect the right to the use of Supplemental Water in storage and Safe Yield of the Beaumont Basin.

B. There shall be reserved for Conjunctive Use a minimum of 200,000 acre feet of Groundwater Storage Capacity in the Beaumont Basin provided that such amount may be reduced as necessary to prevent injury to existing water rights or existing uses of water within the Basin, and to prevent the waste of water. Any Person may make reasonable beneficial use of the Groundwater Storage Capacity for storage of Supplemental Water; provided, however, that no such use shall be made except pursuant to a written Groundwater Storage Agreement with the Watermaster. The allocation and use of Groundwater Storage Capacity shall have priority and preference for Producers within the Beaumont Basin over storage for export. The Watermaster may, from time-to-time, redetermine the available Groundwater Storage Capacity.

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VI. ADMINISTRATION

1. Administration and Enforcement by Watermaster

The Watermaster shall administer and enforce the provisions of this Judgment and any subsequent order or instructions of the Court.

2. Watermaster Control

The Watermaster is hereby granted discretionary powers to develop and implement a groundwater management plan and program for the Beaumont Basin, which plan shall be filed with and shall be subject to review and approval by, the Court, and which may include water quantity and quality considerations and shall reflect the provisions of this Judgment. Except for the exercise by Overlying Parties of their respective Rights described in Column 4 of Exhibit "B" hereto in accordance with the provisions of the Physical Solution, groundwater extractions and the replenishment thereof, and the storage of Supplemental Water, shall be subject to procedures established and administered by the Watermaster. Such procedures shall be subject to review by the Court upon motion by any Party.

3. Watermaster Standard of Performance

The Watermaster shall, in carrying out its duties and responsibilities herein, act in an impartial manner without favor or prejudice to any Party or purpose of use.

4. Watermaster Appointment

The Watermaster shall consist of a committee composed of persons nominated by the City of Banning, the City of Beaumont, the Beaumont-Cherry Valley Water District, the South Mesa Mutual Water Company and the Yucaipa Valley Water District, each of

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which shall have the right to nominate one representative to the Watermaster committee who shall be an employee of or consultant to the nominating agency. Each such nomination shall be made in writing, served upon the other parties to this Judgment and filed with the Court, which shall approve or reject such nomination. Each Watermaster representative shall serve until a replacement nominee is approved by the Court. The nominating agency shall have the right to nominate that representative's successor.

5. Powers and Duties of the Watermaster

Subject to the continuing supervision and control of the Court, the Watermaster shall have and may exercise the following express powers, and shall perform the following duties, together with any specific powers, authority, and duties granted or imposed elsewhere in this Judgment or hereafter ordered or authorized by the Court in the exercise of its continuing jurisdiction:

A. Rules and Regulations: The adoption of appropriate rules and regulations for the conduct of Watermaster affairs, copies of which shall be provided to all interested parties.

B. Wellhead Protection and Recharge: The identification and management of wellhead protection areas and recharge areas.

C. Well Abandonment: The administration of a well abandonment and well destruction program.

D. Well Construction: The development of minimum well construction specifications and the permitting of new wells.

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E. Mitigation of Overdraft: The mitigation of conditions of uncontrolled overdraft.

F. Replenishment: The acquisition and recharge of Supplemental Water.

G. Monitoring: The monitoring of groundwater levels, ground levels, storage, and water quality.

H. Conjunctive Use: The development and management of conjunctive-use programs.

I. Local Projects: The coordination of construction and operation, by local agencies, of recharge, storage, conservation, water recycling, extraction projects and any water resource management activity within or impacting the Beaumont Basin.

J. Land Use Plans: The review of land use plans and coordination with land use planning agencies to mitigate or eliminate activities that create a reasonable risk of groundwater contamination.

K. Acquisition of Facilities: The purchase, lease and acquisition of all necessary real and personal property, including facilities and equipment.

L. Employment of Experts and Agents: The employment or retention of such technical, clerical, administrative, engineering, accounting, legal or other specialized personnel and consultants as may be deemed appropriate. The Watermaster shall maintain records allocating the cost of such services as well as all other expenses of Watermaster administration.

M. Measuring Devices: Except as otherwise provided

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by agreement the Watermaster shall install and maintain in good operating condition, at the cost of the Watermaster, such necessary measuring devices or meters as Watermaster may deem appropriate. Such devices shall be inspected and tested as deemed necessary by the Watermaster and the cost thereof borne by the Watermaster. Meter repair and retesting will be a Producer expense.

N. Assessments: The Watermaster is empowered to levy and collect the following assessments:

(1) Annual Replenishment Assessments

The Watermaster shall levy and collect assessments in each year, in amounts sufficient to purchase replenishment water to replace Overproduction by any Party.

(2) Annual Administrative Assessments

a. Watermaster Expenses: The expenses of administration of the Physical Solution shall be categorized as either "General Watermaster Administration Expenses", or "Special Project Expenses".

i. General Watermaster Administration Expenses: shall include office rent, labor, supplies, office equipment, incidental expenses and general overhead. General Watermaster Administration Expenses shall be assessed by the Watermaster equally against the Appropriators who have appointed representatives to the Watermaster.

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ii. Special Project Expenses: shall include special engineering, economic or other studies, litigation expenses, meter testing or other major operating expenses. Each such project shall be assigned a task order number and shall be separately budgeted and accounted for. Special Project Expenses shall be allocated to the Appropriators, or portion thereof, on the basis of benefit.

O. Investment of Funds; Borrowing: The Watermaster may hold and invest Watermaster funds as authorized by law, and may borrow, from time-to-time, amounts not exceeding annual receipts.

P. Contracts: The Watermaster may enter into contracts for the performance of any of its powers.

Q. Cooperation With Other Agencies: The Watermaster may act jointly or cooperate with other local, state and federal agencies.

R. Studies: The Watermaster may undertake relevant studies of hydrologic conditions and operating aspects of the management program for the Beaumont Basin.

S. Groundwater Storage Agreements: The Watermaster shall adopt uniform rules and a standard form of agreement for the storage of Supplemental Water, provided that the activities undertaken pursuant to such agreements do not injure any Party.

T. Administration of Groundwater Storage Capacity: Except for the exercise by the Overlying Parties of their

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respective Overlying Water Rights described in Part III, above, in accordance with the provisions of the Physical Solution, all Groundwater Storage Capacity in the Beaumont Basin shall be subject to the Watermaster's rules and regulations, which regulations shall ensure that sufficient storage capacity shall be reserved for local projects. Any Person or entity may apply to the Watermaster to store water in the Beaumont Basin.

U. Accounting for Stored Water: The Watermaster shall calculate additions, extractions and losses and maintain an annual account of all stored water in the Beaumont Basin, and any losses of water supplies or Safe Yield resulting from such stored water.

V. Accounting for New Yield: Recharge of the Beaumont Basin with New Yield water shall be credited to the Party that creates the New Yield. The Watermaster shall make an independent scientific assessment of the estimated New Yield created by each proposed project. New Yield will be allocated on an annual basis, based upon monitoring data and review by the Watermaster.

W. Accounting for Acquisitions of Water Rights: The Watermaster shall maintain an accounting of acquisitions by Appropriators of water otherwise subject to Overlying Water Rights as the result of the provision of water service thereto by an Appropriator.

X. Annual Administrative Budget: The Watermaster shall prepare an annual administrative budget for public review, and shall hold a public hearing on each such budget

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prior to adoption. The budget shall be prepared in sufficient detail so as to make a proper allocation of the expenses and receipts. Expenditures within budgeted items may thereafter be made by the Watermaster as a matter of course.

Y. Redetermining the Safe Yield: The Safe Yield of the Beaumont Basin shall be redetermined at least every 10 years beginning 10 years after the date of entry of this Judgment.

6. Reports and Accounting

(a) Production Reports: Each Pumper shall periodically file, pursuant to Watermaster rules and regulations, a report showing the total production of such Pumper from each well during the preceding report period, and such additional information as the Watermaster may reasonably require.

(b) Watermaster Report and Accounting: The Watermaster shall prepare an annual report of the preceding year's operations, which shall include an audit of all assessments and Watermaster expenditures.

7. Replenishment

Supplemental Water may be obtained by the Watermaster from any source. The Watermaster shall seek the best available quality of Supplemental Water at the most reasonable cost for recharge in the Basin. Sources may include, but are not limited to:

(a) Recycled Water;

(b) State Water Project Water;

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(c) Other imported water.

Replenishment may be accomplished by any reasonable method including:

(a) Spreading and percolation, or injection of water in existing or new facilities; and/or

(b) In-lieu deliveries for direct surface use, in lieu of groundwater extraction.

VII. MISCELLANEOUS PROVISIONS

1. Designation of Address for Notice and Service

Each Party shall designate, in writing to the plaintiff, the name and address to be used for purposes of all subsequent notices and service herein, such designation to be delivered to the plaintiff within 30 days after the Judgment has been entered. The plaintiff shall, within 45 days after judgment has been entered, file the list of designees with the Court and serve the same on the Watermaster and all Parties. Such designation may be changed from time-to-time by filing a written notice of such change with the Watermaster. Any Party desiring to be relieved of receiving notices of Watermaster activity may file a waiver of notice on a form to be provided by the Watermaster. The Watermaster shall maintain, at all times, a current list of Parties to whom notices are to be sent and their addresses for purposes of service. The Watermaster shall also maintain a full current list of names and addresses of all Parties or their successors, as filed herein. Copies of such lists shall be available to any Person. If no designation is made, a Party's designee shall be deemed to be, in order of priority: (i) the Party's attorney of record; or (ii) if the Party does not have an

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attorney of record, the Party itself at the address on the Watermaster list.

2. Intervention After Judgment

Any Person who is neither a Party to this Judgment nor a successor or assignee of a Party to this Judgment may seek to become a party to this Judgment by filing a petition in intervention.

3. Interference with Pumping

Nothing in this judgment shall be deemed to prevent any party from seeking judicial relief against any other party whose pumping activities constitute an unreasonable interference with the complaining party's ability to extract groundwater.

4. Successors and Assigns

This Judgment and all provisions herein shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto.

5. Severability

The provisions of this Judgment are severable. If any provision of this Judgment is held by the Court to be illegal, invalid or unenforceable, that provision shall be excised from the Judgment. The remainder of the terms of the Judgment shall remain in full force and effect and shall in no way be affected, impaired or invalidated by such excision. This Judgment shall be reformed to add, in lieu of the excised provision, a provision as similar in terms to the excised provision as may be possible and be legal, valid and enforceable.

6. Review Procedures

Any action, decision, rule or procedure of the Watermaster

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pursuant to this Judgment shall be subject to review by the Court on its own motion or on timely motion by any Party, as follows:

A. Effective Date of Watermaster Action: Any order, decision or action of the Watermaster pursuant to this Judgment on noticed specific agenda items shall be deemed to have occurred on the date of the order, decision or action.

B. Notice of Motion: Any Party may, by a regularly-noticed motion, petition the Court for review of the Watermaster's action or decision pursuant to this Judgment. The motion shall be deemed to be filed when a copy, conformed as filed with the Court, has been delivered to the Watermaster, together with the service fee established by the Watermaster sufficient to cover the cost to photocopy and mail the motion to each Party. The Watermaster shall prepare copies and mail a copy of the motion to each Party or its designee according to the official service list which shall be maintained by the Watermaster according to Part VII, paragraph 1, above. A Party's obligation to serve the notice of a motion upon the Parties is deemed to be satisfied by filing the motion as provided herein. Unless ordered by the Court, any petition shall not operate to stay the effect of any Watermaster action or decision which is challenged.

C. Time for Motion: A motion to review any Watermaster action or decision shall be filed within 90 days after such Watermaster action or decision, except that motions to review Watermaster assessments hereunder shall be filed within 30 days of mailing of notice of the assessment.

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D. De Novo Nature of Proceeding: Upon filing of a petition to review a Watermaster action, the Watermaster shall notify the Parties of a date when the Court will take evidence and hear argument. The Court's review shall be de novo and the Watermaster decision or action shall have no evidentiary weight in such proceeding.

E. Decision: The decision of the Court in such proceedings shall be an appealable Supplemental Order in this case. When the same is final, it shall be binding upon the Watermaster and the Parties.

Dated: FEB - 4 2004

GARY TRANBARGER

JUDGE OF THE SUPERIOR COURT

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Appendix D: Excerpts from 2018 Integrated Master Plan

Water Supply Verification – Atwell Specific Plan Phases 3B and 4A-1

Table 3.5 Water Demand Factors

Land Use Type	Abbreviation	Calculated WDF (gpd/acre)	2017 IMP WDF (gpd/acre)
Rural	RUR	150	100
Very Low Density Residential	VLDR	1,636	1,600
Low Density Residential	LDR	2,334	2,300
Medium Density Residential	MDR	2,763	2,800
High Density Residential	HDR	3,053	3,100
Commercial	COM	5,275	5,300
Industrial	IND	1,674	1,700
Open Space - Parks	OS-P	1,019	1,000
Public Facilities	PF	373	400
Schools	PF-S	3,502	3,500

Notes:
(1) WDFs calculated based on 2016 billing data and scaled up to average of 2012-2014 demands.

As shown in Table 3.5, the calculated WDFs for the City's land uses range between 100 for rural areas to 5,300 for commercial areas.

3.1.2.3 Potable Water Peaking Factors

Peaking Factors (PF) are typically used to determine the water demands for conditions other than ADD conditions. Peaking factors account for fluctuations in demands on a seasonal or hourly basis. For example, during hot summer days, water use is typically higher than on a cold winter day due to increased irrigation demands.

Common PFs include factors for Maximum Day Demands (MDD) and Minimum Day Demands (MinDD). PFs are determined using the water system demands for a selected period and dividing the quantity by the ADD. The MDD factor, for example, is determined by comparing the water demands for the day of the year with the highest daily water demand to the ADD.

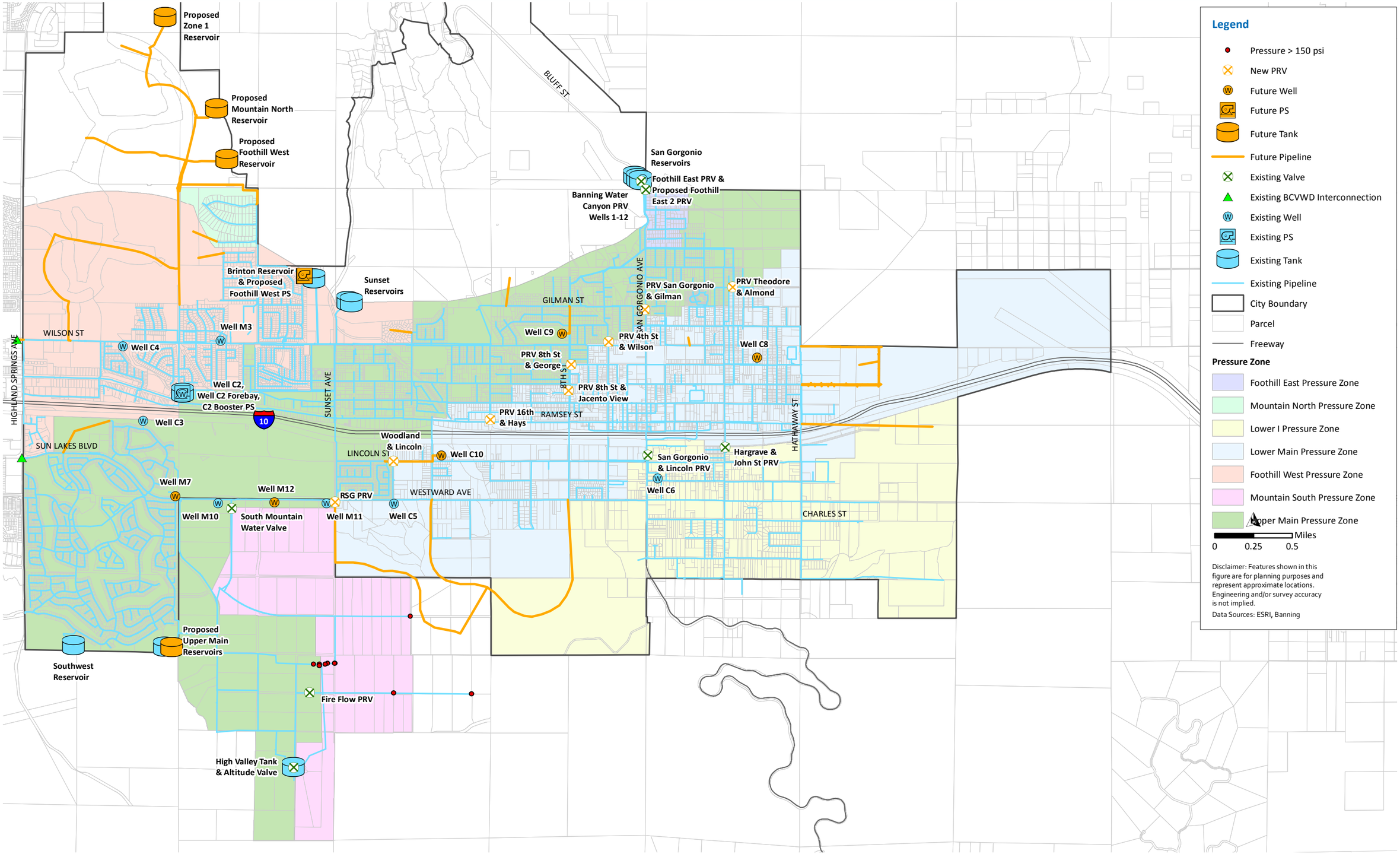
The peaking factors determined in this report include:

- Monthly Peaking Factors.
- Daily Peaking Factors.

These PFs not only reflect a different time scale, but are often calculated using different data sources. The City's PFs and data used to establish these are discussed below.

Monthly Peaking Factors

Monthly PFs represent the seasonal demand variation on a monthly basis, such as the MMD and MinMD factors. In the absence of daily production data for an entire calendar year, these factors can be established using monthly production summaries or historical billing data. The City's monthly peaking factors based on historical monthly production are summarized in Table 3.6. Since year 2015 demands were much lower due to conservation mandates, it is not included in this calculation.



Last Revised: February 13, 2018 \\io-fs-1\Data\GIS\GISBackup\Banning\MXD\Figure6.11_FutureSystemMaxPressures.mxd

Figure 6.11 Future (2040) System Maximum Pressures with Re-zoning

Appendix E: California Government Code Section 66473.7

Water Supply Verification – Atwell Specific Plan Phases 3B and 4A-1

GOVERNMENT CODE - GOV

TITLE 7. PLANNING AND LAND USE [65000 - 66499.58] *(Heading of Title 7 amended by Stats. 1974, Ch. 1536.)*

DIVISION 2. SUBDIVISIONS [66410 - 66499.41] *(Division 2 added by Stats. 1974, Ch. 1536.)*

CHAPTER 4. Requirements [66473 - 66498] *(Chapter 4 added by Stats. 1974, Ch. 1536.)*

ARTICLE 1. General [66473 - 66474.10] *(Article 1 added by Stats. 1974, Ch. 1536.)*

66473.7. (a) For the purposes of this section, the following definitions apply:

(1) "Subdivision" means a proposed residential development of more than 500 dwelling units, except that for a public water system that has fewer than 5,000 service connections, "subdivision" means any proposed residential development that would account for an increase of 10 percent or more in the number of the public water system's existing service connections.

(2) "Sufficient water supply" means the total water supplies available during normal, single-dry, and multiple-dry years within a 20-year projection that will meet the projected demand associated with the proposed subdivision, in addition to existing and planned future uses, including, but not limited to, agricultural and industrial uses. In determining "sufficient water supply," all of the following factors shall be considered:

(A) The availability of water supplies over a historical record of at least 20 years.

(B) The applicability of an urban water shortage contingency analysis prepared pursuant to Section 10632 of the Water Code that includes actions to be undertaken by the public water system in response to water supply shortages.

(C) The reduction in water supply allocated to a specific water use sector pursuant to a resolution or ordinance adopted, or a contract entered into, by the public water system, as long as that resolution, ordinance, or contract does not conflict with Section 354 of the Water Code.

(D) The amount of water that the water supplier can reasonably rely on receiving from other water supply projects, such as conjunctive use, reclaimed water, water conservation, and water transfer, including programs identified under federal, state, and local water initiatives such as CALFED and Colorado River tentative agreements, to the extent that these water supplies meet the criteria of subdivision (d).

(E) If a proposed subdivision relies in whole or in part on groundwater, the following factors:

(i) For a basin for which a court or the State Water Resources Control Board has adjudicated the rights to pump groundwater, the order or decree adopted by the court or the State Water Resources Control Board.

(ii) For a basin that has not been adjudicated, as follows:

(I) For a basin designated as high- or medium-priority pursuant to Section 10722.4 of the Water Code, the most recently adopted or revised adopted groundwater sustainability plan or approved alternative. If there is no adopted groundwater sustainability plan or approved alternative, information as to whether the Department of Water Resources has identified the basin or basins as overdrafted or has projected that the basin will become overdrafted if present management conditions continue.

(II) For a basin designated as low- or very low priority pursuant to Section 10722.4 of the Water Code, information as to whether the Department of Water Resources has identified the basin or basins as

overdrafted or has projected that the basin will become overdrafted if present management conditions continue.

(3) "Public water system" means the water supplier that is, or may become as a result of servicing the subdivision included in a tentative map pursuant to subdivision (b), a public water system, as defined in Section 10912 of the Water Code, that may supply water for a subdivision.

(b) (1) The legislative body of a city or county or the advisory agency, to the extent that it is authorized by local ordinance to approve, conditionally approve, or disapprove the tentative map, shall include as a condition in any tentative map that includes a subdivision a requirement that a sufficient water supply shall be available. Proof of the availability of a sufficient water supply shall be requested by the subdivision applicant or local agency, at the discretion of the local agency, and shall be based on written verification from the applicable public water system within 90 days of a request.

(2) If the public water system fails to deliver the written verification as required by this section, the local agency or any other interested party may seek a writ of mandamus to compel the public water system to comply.

(3) If the written verification provided by the applicable public water system indicates that the public water system is unable to provide a sufficient water supply that will meet the projected demand associated with the proposed subdivision, then the local agency may make a finding, after consideration of the written verification by the applicable public water system, that additional water supplies not accounted for by the public water system are, or will be, available prior to completion of the subdivision that will satisfy the requirements of this section. This finding shall be made on the record and supported by substantial evidence.

(4) If the written verification is not provided by the public water system, notwithstanding the local agency or other interested party securing a writ of mandamus to compel compliance with this section, then the local agency may make a finding that sufficient water supplies are, or will be, available prior to completion of the subdivision that will satisfy the requirements of this section. This finding shall be made on the record and supported by substantial evidence.

(c) The applicable public water system's written verification of its ability or inability to provide a sufficient water supply that will meet the projected demand associated with the proposed subdivision as required by subdivision (b) shall be supported by substantial evidence. The substantial evidence may include, but is not limited to, any of the following:

(1) The public water system's most recently adopted urban water management plan adopted pursuant to Part 2.6 (commencing with Section 10610) of Division 6 of the Water Code.

(2) A water supply assessment that was completed pursuant to Part 2.10 (commencing with Section 10910) of Division 6 of the Water Code.

(3) A groundwater sustainability plan adopted or alternative approved pursuant to Part 2.74 (commencing with Section 10720) of Division 6 of the Water Code.

(4) Other information relating to the sufficiency of the water supply that contains analytical information that is substantially similar to the assessment required by Section 10635 of the Water Code.

(d) When the written verification pursuant to subdivision (b) relies on projected water supplies that are not currently available to the public water system, to provide a sufficient water supply to the subdivision, the written verification as to those projected water supplies shall be based on all of the following elements, to the extent each is applicable:

(1) Written contracts or other proof of valid rights to the identified water supply that identify the terms and conditions under which the water will be available to serve the proposed subdivision.

(2) Copies of a capital outlay program for financing the delivery of a sufficient water supply that has been adopted by the applicable governing body.

(3) Securing of applicable federal, state, and local permits for construction of necessary infrastructure associated with supplying a sufficient water supply.

(4) Any necessary regulatory approvals that are required in order to be able to convey or deliver a sufficient water supply to the subdivision.

(e) If there is no public water system, the local agency shall make a written finding of sufficient water supply based on the evidentiary requirements of subdivisions (c) and (d) and identify the mechanism for providing water to the subdivision.

(f) In making any findings or determinations under this section, a local agency, or designated advisory agency, may work in conjunction with the project applicant and the public water system to secure water supplies sufficient to satisfy the demands of the proposed subdivision. If the local agency secures water supplies pursuant to this subdivision, which supplies are acceptable to and approved by the governing body of the public water system as suitable for delivery to customers, it shall work in conjunction with the public water system to implement a plan to deliver that water supply to satisfy the long-term demands of the proposed subdivision.

(g) The written verification prepared under this section shall also include a description, to the extent that data is reasonably available based on published records maintained by federal and state agencies, and public records of local agencies, of the reasonably foreseeable impacts of the proposed subdivision on the availability of water resources for agricultural and industrial uses within the public water system's service area that are not currently receiving water from the public water system but are utilizing the same sources of water. To the extent that those reasonably foreseeable impacts have previously been evaluated in a document prepared pursuant to the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) or the National Environmental Policy Act (Public Law 91-190) for the proposed subdivision, the public water system may utilize that information in preparing the written verification.

(h) Where a water supply for a proposed subdivision includes groundwater, the public water system serving the proposed subdivision shall evaluate, based on substantial evidence, the extent to which it or the landowner has the right to extract the additional groundwater needed to supply the proposed subdivision. Nothing in this subdivision is intended to modify state law with regard to groundwater rights.

(i) This section shall not apply to any residential project proposed for a site that is within an urbanized area and has been previously developed for urban uses, or where the immediate contiguous properties surrounding the residential project site are, or previously have been, developed for urban uses, or housing projects that are exclusively for very low and low-income households.

(j) The determinations made pursuant to this section shall be consistent with the obligation of a public water system to grant a priority for the provision of available and future water resources or services to proposed housing developments that help meet the city's or county's share of the regional housing needs for lower income households, pursuant to Section 65589.7.

(k) The County of San Diego shall be deemed to comply with this section if the Office of Planning and Research determines that all of the following conditions have been met:

(1) A regional growth management strategy that provides for a comprehensive regional strategy and a coordinated economic development and growth management program has been developed pursuant to Proposition C as approved by the voters of the County of San Diego in November 1988, which required the development of a regional growth management plan and directed the establishment of a regional planning and growth management review board.

(2) Each public water system, as defined in Section 10912 of the Water Code, within the County of San Diego has adopted an urban water management plan pursuant to Part 2.6 (commencing with Section 10610) of the Water Code.

(3) The approval or conditional approval of tentative maps for subdivisions, as defined in this section, by the County of San Diego and the cities within the county requires written communications to be made by the public water system to the city or county, in a format and with content that is substantially similar to the requirements contained in this section, with regard to the availability of a sufficient water supply, or the reliance on projected water supplies to provide a sufficient water supply, for a proposed subdivision.

(l) Nothing in this section shall preclude the legislative body of a city or county, or the designated advisory agency, at the request of the applicant, from making the determinations required in this section earlier than required pursuant to subdivision (b).

(m) Nothing in this section shall be construed to create a right or entitlement to water service or any specific level of water service.

(n) Nothing in this section is intended to change existing law concerning a public water system's obligation to provide water service to its existing customers or to any potential future customers.

(o) Any action challenging the sufficiency of the public water system's written verification of a sufficient water supply shall be governed by Section 66499.37.
(Amended by Stats. 2016, Ch. 594, Sec. 1. (SB 1262) Effective January 1, 2017.)







CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-57, Approving the Execution of a Service Contract with the California Department of Transportation for the Construction of Safety Improvements at the At-Grade Crossing of San Gorgonio Avenue and the Union Pacific Railroad.**

RECOMMENDATION:

Adopt Resolution 2026-57

BACKGROUND:

The City of Banning, in partnership with California Department of Transportation (Caltrans) and the Union Pacific Railroad (UPRR), has been working to improve safety at the at-grade crossing of San Gorgonio Avenue and the UPRR tracks. The project's scope was established by a diagnostic team led by the California Public Utilities Commission (CPUC) Rail Crossings and Engineering Branch, with funding provided through Federal Section 130, Railroad-Highway Grade Crossing Program (RHGCP).

On March 23, 2021, City Council approved Resolution No. 2021-14 approving the execution of an Engineering Services Contract with Caltrans for safety improvements at the at-grade crossing of San Gorgonio Avenue and the Union Pacific Railroad. Subsequently, the Engineering Services Contract was amended to address increased costs for traffic engineering support (Amendment No. 1) and to incorporate additional active transportation design improvements (Amendment No. 2). Amendment No. 3 extended the contract term to December 31, 2026, to accommodate the expanded scope and necessary multi-agency coordination.

The safety improvements to be constructed remain as outlined in the original project scope and are fully consistent with the City's prior actions and the CPUC's recommendations. The City's scope of work includes installing ADA-compliant concrete sidewalks, curb and gutter, pedestrian curb ramps with detectable warning strips, and new signage and striping. The UPRR's scope, managed under a separate agreement between Caltrans and UPRR, includes installing new warning devices and concrete crossing surfaces.

JUSTIFICATION:

The proposed safety improvements, identified through the CPUC diagnostic process, are designed to enhance safety for vehicles, pedestrians, and cyclists at the San Gorgonio Avenue and UPRR crossing.

Approval of the Service Contract with Caltrans is necessary to authorize the construction phase and reimbursement of the City’s cost, up to $871,757 needed to complete the safety improvements.

FISCAL IMPACT:

The project construction costs phase will be fully funded by Caltrans utilizing RHGCP funds.

ATTACHMENTS:

1. Resolution 2026-57.docx
2. Resolution No. 2021-014.pdf
3. Caltrans Contract Amendment 1.pdf
4. Caltrans Contract Amendment 2.pdf
5. Caltrans Contract Amendment 3.pdf
6. Construction Service Contract.pdf

RESOLUTION 2021-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE EXECUTION OF A SERVICE CONTRACT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FOR SAFETY IMPROVEMENTS AT THE AT-GRADE CROSSING OF SAN GORGONIO AVENUE AND THE UNION PACIFIC RAILROAD

WHEREAS, a diagnostic team was formed and lead by the California Public Utilities Commission (CPUC) Rail Crossings and Engineering Branch staff for purposes of itemizing the safety improvements to be funded under the Railroad-Highway Grade Crossing Program (RHGCP), Section 130 at the San Gorgonio Avenue and Union Pacific railroad at-grade crossing; and

WHEREAS, several safety improvements were identified by the diagnostic team after analyzing the existing at-grade crossing with respect to vehicular travel, bicycle travel, pedestrian pathways and rail traffic; and

WHEREAS, the diagnostic team determined that the identified safety improvement are eligible to be fully funded by RHGCP funds; and

WHEREAS, the execution of a Service Contract between the City of Banning and the California Department of Transportation (Caltrans) is required to acquire the authorization for reimbursement of the City's cost, up to $80,000, for the preliminary engineering phase of the project.

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

SECTION 1. The City Council approves a Service Contract between Caltrans and the City of Banning for Safety Improvements at the at-grade crossing of San Gorgonio Avenue and the Union Pacific railroad and authorizes the City Manager or his designee to sign the Service Contract.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 23rd day of March, 2021.

Colleen Wallace, Mayor
City of Banning, California

ATTEST:

Laurie Sampson, Acting Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Laurie Sampson, Acting Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2021-14 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 23rd day of March 2021, by the following vote, to wit:

AYES: Council Members Hamlin, Happe, Pingree, Sanchez and Mayor Wallace

NOES:

ABSENT:

ABSTAIN:

Laurie Sampson, Acting Deputy City Clerk
City of Banning, California

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-120-0890	23	2019	0821000010	3328	$80,000.00	2019/2020
2660-102-0890	43	2022	0821000010	3328	$50,000.00	2022/2023

The funds listed above are available for the period and purpose of the expenditure stated herein and appliable to this amendment.

CONTRACT AMENDMENT #1 **San Gorgonio Ave, City of Banning, CA**	**PROJECT NUMBER (FED ID) STPLR-7500(288)** **CALTRANS ACCOUNTING ID: 0821000010** **PROGRAM SUPPLEMENT : 50LP288** **AGENCY LOCODE: 5214** (The numbers above shall be included with all invoices submitted to Caltrans)
Caltrans Division of Local Assistance **Office of Federal Programs** **P.O. Box 942874, MS 1** **Sacramento, CA 94274-0001**	**Highway Railroad Grade Crossing Safety Program (Section 130)**
LOCAL AGENCY: ADDRESS: Phone:	City of Banning 99 E. Ramsey Street Banning, CA 92220 (951) 922-3130
	Effective Date of Contract : December 2, 2022 Expiration Date of Contract : December 31, 2024 Contract $ 80,000.00 **Additional Funds Amend #1 $ 50,000.00** Total Contract **$ 130,000.00**

WHEREAS: Service Contract 50LP288, dated December 15, 2020, provided $80,000.00 towards the Preliminary Engineering (PE) needed for roadway safety improvements at the grade crossing and intersection of San Gorgonio Avenue and the Union Pacific Railroad tracks identified as; California Public Utilities Commission (CPUC) No. 001B-568.20 / RIV-1003, Federal DOT No 760694C.

WHEREAS, due to the complexity of the project, the City of Banning elected to hire a traffic engineering firm to support the design of the project and;

WHEREAS, market forces have substantially increased the overall cost of goods and services,

WHEREAS, updated PE costs require additional funding in the amount of $50,000.00, as requested by the City of Banning.

NOW THEREFORE, that all terms and conditions of Program Supplement 50LP288 shall remain in full force and effect except it is mutually agreed by the parties hereto; the contract dollar amount shall be amended with additional funds for a total contract value of $130,000.00. These funds are PE, with any unexpended balance applied towards the total funding needed for CON authorization and compliant with Caltrans' state budget authority.

***IN WITNESS WHEREOF**, the parties have duly executed this contract as of the dates shown below with the effective date as shown above.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By Bruce Roberts

Office of Federal Programs
Caltrans Local Assistance

Title **Section 130 Program Manager**

Date December 9, 2022

CITY OF BANNING

By _____

Title City Manager

Date 12/5/22

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-120-0890	23	2019	0821000010	3328	$80,000.00	2019/2020
2660-102-0890	43	2022	0821000010	3328	$50,000.00	2022/2023
2660-102-0890	12	2023	0821000010	3328	$100,000.00	2023/2024

The funds listed above are available for the period and purpose of the expenditure stated herein and appliable to this amendment.

CONTRACT AMENDMENT #2 **San Gorgonio Ave, City of Banning, CA**	**PROJECT NUMBER (FED ID) STPLR-7500(288)** **CALTRANS ACCOUNTING ID: 0821000010** **PROGRAM SUPPLEMENT: 50LP288** **AGENCY LOCODE: 5214** (The numbers above shall be included with all invoices submitted to Caltrans)
Caltrans Division of Local Assistance **Office of Federal Programs** **P.O. Box 942874, MS 1** **Sacramento, CA 94274-0001**	**Highway Railroad Grade Crossing Safety Program (Section 130)**
LOCAL AGENCY: City of Banning ADDRESS: 99 E. Ramsey Street Phone: Banning, CA 92220 (951) 922-3130	Effective Date of Contract: December 2, 2022 Expiration Date of Contract: December 31, 2024 Contract $130,000.00 **Additional Funds Amend #2 $100,000.00** Total Contract **$230,000.00**

WHEREAS: Service Contract 50LP288 through Amendment 1, provides $130,000.00 towards the Preliminary Engineering of roadway safety improvements at the grade crossing and intersection of San Gorgonio Avenue and the Union Pacific Rail Crossing identified as; California Public Utilities Commission (CPUC) No. 001B-568.20 / RIV-1003, Federal DOT No 760694C.

WHEREAS, the project team supports the exploration of additional active transportation improvements into the project design;

WHEREAS, addition work will be required to facilitate adding new sidewalks into the design improvements and updated PE funding in the amount of $100,000.00 has been secured through FHWA funding,

NOW THEREFORE, that all terms and conditions of Program Supplement 50LP288 shall remain in full force and effect except it is mutually agreed by the parties hereto; the Section 130 program will provide 100% of the funds necessary to complete the project and the contract amount shall be amended for a total value of $230,000.00.

IN WITNESS WHEREOF, *the parties have duly executed this contract as of the dates shown below with the effective date as shown above.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By Bruce Roberts

Bruce Roberts
Office of Federal Programs
Caltrans Local Assistance

Title Section 130 Program Manager

Date January 8, 2024

CITY OF BANNING

By

Title City Manager

Date January 5, 2024

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-102-0890	23	2019	0821000010	3328	$80,000.00	2019/2020
2660-102-0890	43	2021	0821000010	3328	$50,000.00	2022/2023
2660-102-0890	12	2023	0821000010	3328	$100,000.00	2023/2024

The funds listed above are available for the period and purpose of the expenditure stated herein and appliable to this amendment.

CONTRACT AMENDMENT #3 **San Gorgonio Ave, City of Banning, CA**	**PROJECT NUMBER (FED ID) STPLR-7500(288)** **CALTRANS ACCOUNTING ID: 0821000010** **SERVICE CONTRACT: 50LP288** **AGENCY LOCODE: 5214** (The numbers above shall be included with all invoices submitted to Caltrans)
Caltrans Division of Local Assistance **Office of Federal Programs** **P.O. Box 942874, MS 1** **Sacramento, CA 94274-0001**	**Highway Railroad Grade Crossing Safety Program (Section 130)**
LOCAL AGENCY: ADDRESS: Phone:	City of Banning 99 E. Ramsey Street Banning, CA 92220 (951) 922-3130
Effective Date of Contract :	December 15, 2020
Expiration Date of Contract :	December 31, 2024
Amended Expiration Date of Contract	**December 31, 2026**
Total	$230,000.00

WHEREAS: Service Contract 50LP288, dated December 15, 2020, provided $80,000.00 towards the Preliminary Engineering (PE) needed for roadway safety improvements at the grade crossing and intersection of San Gorgonio Avenue and the Union Pacific Railroad tracks identified as; California Public Utilities Commission (CPUC) No. 001B-568.20 / RIV-1003, Federal DOT No 760694C.

WHEREAS, Amendment #1 provided an additional $50,000 and Amendment #2 provided an additional $100,000.

WHEREAS, Scope changes to include additional pedestrian treatments and project complexity have extended the project timeline.

WHEREAS, Amendment #3: Ongoing modifications of the project scope will require addition time and coordination to finalize the General Order 88B.

NOW THEREFORE, It is mutually agreed by the parties hereto; that all terms and conditions of Contract 50LP288 as amended shall remain in full force and effect, except that the expiration date is hereby extended, through December 31, 2026.

***IN WITNESS WHEREOF**, the parties have duly executed this contract as of the dates shown below with the effective date as shown above.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By Carlos Ruiz

Carlos Ruiz
Office of Federal Programs
Caltrans Local Assistance

Title **Section 130 Program Manager**

Date October 15, 2024

CITY OF BANNING
PUBLIC WORKS AGENCY

By _____

Title DEPUTY DIRECTOR OF PUBLIC WORKS
CITY ENGINEER

Date 10/14/24

Item	Chapter	Budget Act	Caltrans Project ID	Unit	Amount	State Fiscal Year
2660-102-0890	23	2019	0821000010	3328	$80,000.00	2019/2020
2660-102-0890	43	2021	0821000010	3328	$50,000.00	2022/2023
2660-102-0890	12	2023	0821000010	3328	$100,000.00	2023/2024
2660-102-0890	4	2025	0821000010	3328	$641,757.00	2025-2026

The funds listed above are available for the period and purpose of the expenditure stated herein and appliable to this amendment.

CONTRACT AMENDMENT #4 **San Gorgonio Ave, City of Banning, CA**	**PROJECT NUMBER (FED ID) STPLR-7500(288)** **CALTRANS ACCOUNTING ID: 0821000010** **SERVICE CONTRACT: 50LP288** **AGENCY LOCODE: 5214** (The numbers above shall be included with all invoices submitted to Caltrans)
Caltrans Division of Local Assistance **Office of Federal Programs** **P.O. Box 942874, MS 1** **Sacramento, CA 94274-0001**	**Highway Railroad Grade Crossing Safety Program (Section 130)**

LOCAL AGENCY: ADDRESS: Phone:	City of Banning 99 E. Ramsey Street Banning, CA 92220 (951) 922-3130	Effective Date of Contract : Expiration Date of Contract : **Amended Expiration:** Contract Existing **Additional Funds** Total	December 15, 2020 December 31, 2026 **December 31, 2028** $230,000.00 **$871,757.00** **$1,101,757.00**

WHEREAS: Service Contract 50LP288, dated December 15, 2020, provided $80,000.00 towards the Preliminary Engineering (PE) needed for roadway safety improvements at the grade crossing and intersection of San Gorgonio Avenue and the Union Pacific Railroad tracks identified as; California Public Utilities Commission (CPUC) No. 001B-568.20 / RIV-1003, Federal DOT No 760694C.

WHEREAS, Amendment #1 provided an additional $50,000 to support increased market costs for traffic engineering support services, and

WHEREAS, Amendment #2 provided an additional $100,000 for additional active transportation design improvements, and

WHEREAS, Amendment #3 extended the contract expiration date until December 31, 2026 due to more time being needed for design efforts related to the expanded project scope and continued multiagency coordination, and

WHEREAS, Amendment #4 will provide construction dollars in the amount $**871,757.00** for the beginning of construction, and to extend the expiration date to **December 31, 2028**, and the project will move into the construction phase.

NOW THEREFORE, It is mutually agreed by the parties hereto; that all terms and conditions of Contract 50LP288 as amended shall remain in full force and effect, except the total contract value shall be **$1,101,757.00**, and the expiration date is hereby extended, through **December 31, 2028**.

***IN WITNESS WHEREOF**, the parties have duly executed this contract as of the dates shown below with the effective date as shown above.*

CALIFORNIA DEPARTMENT OF TRANSPORTATION

By _____

Carlos Ruiz
Office of Federal Programs
Caltrans Local Assistance

Title **Section 130 Program Manager**

Date _____

CITY OF BANNING
PUBLIC WORKS AGENCY

By _____

Title _____

Date _____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Elizabeth Gibbs, City Manager**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Discussion and Direction regarding the Draft City of Banning Reimbursement Policy for Elected and Appointed Officials – also known as the Travel Policy**

RECOMMENDATION:

Discussion by and direction from the City Council regarding the draft City of Banning Reimbursement Policy for Elected and Appointed Officials.

BACKGROUND:

On January 14, 2020, City Council adopted a Travel and Meeting Policy, Policy E-3 (Attachment 1). Subsequently, Council Member Flynn requested a future agenda item to review and update the Policy (Attachment 2). The draft policy was written to comply with AB 1234 and the provisions of the Government Code related to reimbursement for reasonable, actual, and necessary expenses of elected and appointed officials.

The draft policy includes the purpose, a general policy statement, activities for which expense reimbursement may be granted, expenses authorized for reimbursement, expenses not authorized for reimbursement, reporting requirements, reimbursement exclusion for expenses paid for by third parties, the travel authorization procedures, and a list of pre-approved community, regional, state-wide, and/or national events for which reimbursement shall be required for reason, actual, and necessary expenses.

The policy is provided for discussion by and direction from the City Council including the addition of pre-approved community, regional, state-wide, and/or nation events for which reimbursement shall be required for reasonable, actual, and necessary expenses.

JUSTIFICATION:

In May 2025, Council Member Flynn requested a future agenda item to review and update the City Council Reimbursement Policy for Elected and Appointed Officials.

FISCAL IMPACT:

This is a discussion item only.

ATTACHMENTS:

1. E-3-Travel-Meeting-Policy.pdf
2. Draft Elected Officials Reimbursement Policy 1.final.clean.pdf

3. Reimbursement Policy for Elected & Appointed Officials.pdf

City of Banning Administrative Procedures **Travel & Meeting Policy**		**POLICY NO:** E-3
		ORIGINATING DEPARTMENT: Administrative Services Department
		DIVISION: Finance
ADOPTION DATE: 01/14/2020	**APPROVED BY:** City Council	**LAST AMENDED:**
SUPERSEDES: E-1 & E-2	**REFERENCE:** B-30	**PAGE 1 of 10**

PURPOSE

The purpose of this policy is to establish a travel and expense policy for the City of Banning (City) elected officials and City employees when authorized to travel on official City business. Non-City employees shall not be covered under this policy.

BACKGROUND

Occasionally, it is necessary for City personnel to travel to meetings to conduct City business, attend conferences, training seminars and other work related events. To control the costs, and compensate individuals for actual and necessary travel related expenses incurred for a bona fide business purpose, the City has established a travel policy.

POLICY

1. **INTRODUCTION**

(a) This policy applies to anyone who incurs travel expenses paid by the City of Banning. This policy supersedes all previous travel policies.

1.2 Responsibility of Traveler

(a) City of Banning travelers are expected to spend funds sensibly and plan appropriately so costs do not exceed budgets. Business travel expenses will be paid by the City when expenses are reasonable, appropriately documented, properly authorized, and within the guidelines of this policy. The traveler should neither gain nor lose personal funds as a result of travel.

(b) If a check is issued by the City for reimbursement, the check shall be cashed by the traveler within six (6) months of the issue date.

1.3 Traveler and Approver Accountability

(a) Travelers shall not commit City funds until travel is approved in accordance with this policy.

(b) ***IMPORTANT: Travelers shall obtain permission from their own authorized approver prior to engaging in any work related travel. The Finance Department is not responsible for***

authorizing travel for personnel in other departments. By signing any of the travel forms listed in this policy, authorized approvers have authorized their staff to travel for that single event.

(c) Any additional costs resulting from a traveler taking a companion on City travel shall not be reimbursed or paid by the City.

(d) Any additional costs related to traveling prior to, or extending the stay beyond the time necessary to attend the approved meeting, conference, training, convention, and other functions shall not be reimbursed or paid by the City. Approving officials are expected to use appropriate discretion when authorizing their staff to travel to an event prior to the event.

(e) Travelers may not authorize reimbursement of their own expenses. The Department Head or designee should approve the reimbursement for all travel. The City Manager will approve travel for all Department Heads.

(f) Reimbursements shall not be requested and made to third parties, or non-employees.

(g) The Statement of Expense report shall be submitted within 15 working days after returning from travel. **In addition, no future travel advances will be issued during that fiscal year if Statement of Expense reports are pending.** Statement of Expense reports must be signed by the traveler, and authorized approver.

(h) Travelers shall document all allowable and authorized travel-related expenditures with itemized receipts, invoices, or other acceptable documentation. Under no circumstance will the City provide reimbursement for an expense over $75.00 without the necessary receipt(s).

1.4 Travel Time

(a) Time traveled to and from the event for non-exempt (hourly) travelers during normal working hours will be counted as time worked. Generally, travel time to the event on City business is limited to the actual dates or a function plus reasonable travel time not to exceed a maximum of twenty-four (24) hours before and /or after the function.

(b) No overtime will be provided for travel time to and from the event other than that mandated by the Federal Fair Labor Standards Act ("FLSA") requirements and/or approved Memorandums of Understanding (MOU). Departments must be aware of the FLSA and MOU requirements when arranging for travel for all non-exempt (hourly) travelers. Travel-related overtime in connection with travel on City business requires authorization from the Supervisor.

2. TRANSPORTATION

2.1 Air Travel

(a) Generally, the lowest priced domestic coach class airfare is available with a 14-day advance purchase. Reservations should be made as soon as travel plans are finalized to receive advance purchase discounts.

(b) Upgrades – City will not reimburse any upgrades from "economy class" to a higher traveling class. Free upgrades or upgrades paid by the traveler must be clearly documented as such in the Statement of Expense Report.

(c) Frequent flyer memberships should not influence travelers to select a flight that is not the lowest priced flight available.

(d) Frequent flyer miles earned by any traveler during City business travel may be retained by the traveler for business or personal use.

(e) Dues for membership in any airport/airline club are not reimbursable.

(f) Airlines are responsible for compensating the owners of lost baggage. The City will not reimburse travelers for personal items lost while traveling on business unless approved by the City Manager.

(g) Employees will be reimbursed for excess baggage charges only when traveling with heavy, bulky materials or equipment necessary for business or when traveling for more than seven (7) days.

(h) When a trip is canceled after a ticket has been issued, the traveler should inquire with the issuing agent about using the ticket for future travel or processing a refund. The ticket will become property of City and will be used for City purposes only.

2.2 Rental Car

(a) Travelers may rent a vehicle to their business destination when driving is more convenient and less expensive than an airline (this must include the car rental, all additional rental fees and additional parking fees that may be incurred). Travelers must try to utilize a City vehicle whenever available prior to the rental. No mileage will be reimbursed on City vehicles.

(b) Reimbursement for gasoline will be allowed at regular gasoline rates. When the rental company requires the vehicle to be returned with a full tank of gasoline (or other specified quantity), the traveler is responsible for adhering to those terms. Incurring consequential fees for not adhering to the rental terms shall not be reimbursed.

(c) Travelers may rent a vehicle at their destination when it is the most convenient or least expensive mode of transportation. Expensive rental rates and parking costs, in addition to the lack of available parking generally makes vehicle rental in large cities impractical. Alternative mode of transportation such as public transit, taxis, Uber, Lyft, airport and hotel shuttles should be given first consideration.

(d) All travelers renting vehicles must comply with all rental agency requirements such as listing driver(s) on the rental agreement, age restrictions, location or state of operation, etc., as well as all state and local laws governing the operation of a motor vehicle. Violations of any requirement of the law (such as driving under the influence, traffic violations, careless or reckless driving, or parking tickets) are the employee's personal liability.

(e) Travelers are required to use intermediate or standard cars. Travelers are responsible for daily rental costs in excess of the approved class as stated above. When traveling in a large group greater than 4, a van, full size, or Sports Utility Vehicle may be rented. When upgrades are available to the traveler they may be taken as long as there is no additional cost to the City.

(f) Only City employees, who are renting vehicles for business purposes, are covered under the City's insurance plan. Spouses, friends and other non-employee listed drivers or passengers are covered only under insurance provided by the rental company or under their own personal insurance. Cost of insurance for these additional non-City employee individuals is not a reimbursable expense. The use of City vehicles is encouraged when available.

2.3 Personal Car Usage Guidelines

(a) Employees may use their personal car for business purposes if it is to save time, transport equipment or reduce costs when a number of people are traveling to the same destination.

(b) If a traveler chooses to use a personal car for travel to his/her destination, the cost must be less than or equal to coach class air fare and/or the cost of a rental car.

(c) The use of City vehicles is encouraged when available.

(d) In addition, if more than one traveler is traveling to the same destination they are encouraged to share transportation whenever possible. It is encouraged for travelers to carpool, and thus claim one (1) mileage reimbursement.

(e) Mileage will be reimbursed from either point of origin to point of travel, or from City Hall to point of travel, whichever distance is less. The Standard Mileage Rate for business is based on the IRS annual bulletin. **Mileage will not be granted in advance, and is only eligible for reimbursement.**

(f) City employees who receive gas allowance from the City shall not be entitled to mileage reimbursement unless their trip exceeds forty (40) miles round trip from either point of origin to point of travel, or from City Hall to point of travel, whichever distance is less, in which case the employee will be reimbursed for the miles driven, less forty (40) miles. If the reimbursable amount is less that twenty dollars ($20.00), traveler shall not be entitled to mileage reimbursement.

(g) It is the responsibility of the owner of the vehicle being used for business purposes to carry adequate insurance coverage (state mandatory insurance requirement at minimum) for their

protection and the protection of any passengers. When using a personal car for City business, an employee's personal car insurance carrier is the primary insurance carrier. The City's insurance will only cover up to the City's statutory limits in liability claims.

(h) Travelers will be reimbursed for business usage of personal cars at the Federal Government's IRS rate per mile. Tolls and parking will be reimbursed.

2.4 Other Transportation

(a) The most economical mode of transportation should be used to and from airline terminals. Many major hotels provide free transportation to and from airports, travelers should inquire for this type of service. Public transportation and shuttle services should be considered. Employees traveling to same location should share ground transportation whenever possible.

(b) Under special circumstances, employees and/or management may be granted the permission to travel in a larger vehicle in order to facilitate the travel of larger groups and reduce the cost. The City Manager or designee may grant approval of such transportation.

(c) Itemized Receipts should be provided for all ground transportation expenditures. Original Itemized receipts should be provided, when available, for reimbursement of taxi, shuttle, bus or other ground transportation fares.

3. LODGING

(a) Travelers should use standard room accommodations. When making reservations for lodging costs, the traveler should inquire about educational or governmental discounts. Most California hotels honor the City as a governmental agency and all travelers should make an effort in supplying this information to the hotel.

(b) Lodging costs exceeding established GSA rates may be reimbursed at a higher rate if a written statement explaining the reason for the expense is submitted by the department head to the City Manager along with the completed Travel Advance Request form. Lodging costs shall not exceed the maximum group rate published by the conference or activity sponsor, provided that lodging at the group rate is available to the traveler.

(c) Non-mandatory hotel related fees for bundled services (such as resort and health club fees) are not reimbursable. Mandatory hotel related fees will be reimbursed with a submission of an itemized receipt.

(d) Travelers must submit an itemized check-out receipt. Booking receipts are not acceptable forms of documentation.

4. MEALS

(a) Per diem allowances must be requested at least two weeks in advance of the day funds are required, or there shall be no obligation on the part of the City for an advance. These funds will be distributed to the requestor no more than seven (7) days prior to the travel date.

(b) Per Diem costs for employees traveling out-of-town on City business shall be allowed for meals related to attendance at conventions, scheduled meetings, conferences, seminars, special assignments or an assignment **when meals are not already provided by the event host and included with event registration at no additional cost.** If it is determined that an event hosted meal only includes a continental breakfast, hors d'oeuvres, or appetizers, the traveler may request per diem in place of these servings, but will have to provide documented information showing that the serving provided by the event host does not include a full meal.

(c) When out of town City business requires an employee to leave home one (1) hour earlier than normal worktime, the breakfast meal is allowable. When an employee is required to work out-of-town, or is still in transit two (2) hours past a normal business day, the evening meal is allowable.

(d) The maximum allowance for meals per day is based on the current GSA rates, inclusive of taxes and tips.

(e) The maximum amounts will be increased/decreased as the GSA Standard Meal Allowance rate is adjusted.

(f) An event agenda as well as proof of event registration shall be submitted with any request for meal allowance to be eligible to receive any meal allowances, if available.

(g) Where the cost of a meal is included as part of a registration charge or fee, no per diem allowance, nor reimbursement may be claimed for that meal.

(h) No reimbursement shall be made for alcoholic or Cannabis infused beverages of any kind.

(i) Special situations may be considered on a case-by-case basis. A memo from the traveler to the department head is required and the department head's approval must be attached to the Advance Request form and the Statement of Expense form.

5. USE OF TRAVEL FORMS

5.1 The following list of forms may be applicable to travel authorization and expenses:

- Travel Advance
- Requisition (only when requesting use of Purchasing credit card)
- Statement of Expense

5.2 Travel Advance:

(a) When a traveler requires advance pay for a planned trip on official City business, they shall fill out a "Travel Advance" form which shall be signed by both the traveler and the authorized approver with event documentation attached. By signing this form, the approver is authorizing both the travel and advance pay. When payment is being requested, the signed Travel Advance form and appropriate documentation shall be submitted to Finance for payment.

(b) If the traveler wishes to have expenses paid in advance by the Purchasing Division via credit card, the signed Travel Advance and appropriate documentation shall be submitted to the Purchasing Division with an approved "Requisition."

(c) Upon completion of travel, a Statement of Expense must be filed per the requirements below. Failure to provide the required documentation will result in the denial of future advances.

5.3 Statement of Expense:

(a) All reimbursement requests must be accompanied by a statement of expense form. If no travel advance pay was requested/provided to the traveler before an authorized City business trip, the traveler may be reimbursed after their return by filling out a Statement of Expense form with all travel related itemized receipts and documentation attached. The Statement of Expense form shall be signed by both the traveler and an authorized approver. By signing this form, the approver has authorized both the travel, and the reimbursable expenses to be paid out of their department's budgeted account. The signed Statement of Expense form and appropriate documentation shall be submitted to Finance for payment in order for the traveler to be reimbursed by the City.

(b) **By signing any/all of these forms, the authorized approver has audited the forms, receipts, and other applicable documentation, and authorized the travel and payment to the traveler within the constraints of this policy and their budget accounts.**

(c) All travel forms, expense reimbursements and associated documents are considered public records, and are subject to disclosure under the California Public Records Act. Penalties for the misuse of public resources or falsifying expense reports in violations of reporting policies may include, but are not limited to, the penalties specified in Government Code section 53232.4.

6. PROHIBITED ITEMS FOR REIMBURSEMENT

- Alcoholic or Cannabis infused beverages
- Upgrades to airline seating
- Dues/memberships to airline club(s)
- Personal items lost during travel
- Excess baggage charges (except as approved in the "air travel" section of the policy)
- Upgrades from intermediate or standard rental vehicles
- Insurance to cover non-City employee passengers
- Car repairs
- Rental car costs during repair of personal car
- Tickets, fines, or traffic violations
- Damage to personal vehicle

- Theft of personal vehicle or vehicle content
- Non-mandatory resort or health club fees at hotels
- Any personal expenses including, but not limited to the following:
    - Dry cleaning
    - Hotel movies
    - Other entertainment
    - Donations
- **If requesting reimbursement for ANY items *not* mentioned in this policy, reimbursement will be subject to the approval of the City Manager.**

CITY OF BANNING
REIMBURSEMENT POLICY FOR ELECTED AND APPOINTED OFFICIALS

PURPOSE:

To establish a policy for the reimbursement and authorization of expenses incurred by elected and appointed officials (hereinafter "officials") of the City of Banning ("City") in the performance of City business. AB 1234 contains certain requirements and restrictions on local agency practices relating to reimbursing local elected and appointed officials' expenses. AB 1234 was subsequently codified as California Government Code Section 53232 et seq. This policy will be applicable to all elected or appointed members of any legislative body (as defined in California Government Code Section 54952(a), (b)) of the City, including the City Council, Planning Commission, Parks & Recreation Commission, Utility Authority Board, and any other City-affiliated commission, committee, board, or other body created by ordinance, resolution, or formal action of the City Council.

POLICY:

As a condition of reimbursement, all officials must obtain prior approval before attending any event, function, meeting, training, or other gathering where: (i) the official intends to represent the City in any official or semi-official capacity; and (ii) the official intends to seek reimbursement of any associated expenses, including but not limited to travel, lodging, meals, registration fees, or other related costs. This requirement applies regardless of whether the event is held locally, regionally, or out-of-state, and regardless of whether the event is sponsored by a governmental, quasi-governmental, nonprofit, or private entity.[1]

ACTIVITIES FOR WHICH EXPENSE REIMBURSEMENT MAY BE GRANTED:

City Council will annually approve in an open public council meeting a list of pre-authorized community events that City Council members may attend and be reimbursed for actual and necessary expenses incurred by attending (see Exhibit "A" for the list of pre-approved annual community events).

EXPENSES AUTHORIZED FOR REIMBURSEMENT:

[1] Except as otherwise provided for herein, reimbursement for expenses incurred by a board member, commissioner, committee member, or other elected/appointed city officials that do not serve on the City Council require prior written approval by the City Manager.

Consistent with California Government Code Section 53232.2(a), City Council reserves the discretion to deny reimbursement where it determines the expenses were not actual and necessary in conducting official City business.

In accordance with California Government Code § 53232.2(f), all expenses that do not fall within this reimbursement policy must be approved by the City Council in a public meeting before the expenses are incurred, except as provided in California Government Code Section 53232.2(d).

Officials are expected to exercise good judgment and show proper regard for economy when incurring expenses in connection with official City business. The principle of "actual and necessary" should be used when deciding to expend taxpayer money. The most economical cost options for any and all expenses should be utilized. Expense reimbursement is for the official only.

1. Transportation. Transportation expenses incurred in connection with activities authorized under this policy are subject to the following requirements:

a. Airlines and Other Commercial Carriers: Travel reimbursement is generally limited to coach class fare at government rates or group rates when available. Airfares that are equal to or less than those available through the Enhanced Local Government Airfare Program offered through CalCities, the California State Association of Counties (CSAC), and the State of California are presumed to be the most economical and reasonable for purposes of reimbursement under this policy. If rates comparable to those available through CalCities or the State are not available or the fare to the applicable destination is not specified by these sources, then fares that do not exceed the median retail price of the fares posted on websites such as www.expedia.com or www.travelocity.com, or an equivalent service, will be considered reasonable.

b. Automotive (Personal Vehicle): Travel using personal vehicles will be reimbursed at the IRS mileage rate in effect at the time (see *www.irs.gov*). These rates are designed to compensate the driver for gasoline, insurance, maintenance, and other expenses associated with operating the vehicle. This amount does not include bridge and road tolls, which are also reimbursable. The City will not reimburse for customary commuting miles to City Council meetings, meetings at City Hall, or other events within the City's jurisdictional boundaries.

c. Efficiency of Travel: When a personal automobile (vehicle) is used for travel, reimbursement for mileage shall be paid at the rate found in Section 1(b) above, up to a maximum equal to the lowest reasonable round-trip airfare to the conference or meeting location. The least costly travel option should be used whenever feasible.

d. Car Rental: Rental vehicles may be used if they are more economical and reasonable than other forms of transportation. Rentals are generally limited to the most economical

and reasonable mid-sized vehicle. Government rates or rental rates that are equal to or less than those listed by the State of California will be considered the most reasonable and economical for purposes of reimbursement. If government rates or rates comparable to those listed by the State are either not available or the State does not specify a rate for a particular location, then rental rates that do not exceed the median retail price of the rates posted on websites such as www.expedia.com or www.travelocity.com, or an equivalent service, will be considered reasonable. Carpooling is required when feasible.

e. Taxis/Shuttle/Ride Share: Taxi, shuttle, and ride share fares, when reasonable and necessary will be reimbursed, including a not to exceed 15% gratuity per fare. Officials are required to utilize shared transportation options (e.g., carpooling, shared ride services) whenever feasible to minimize costs for the City.

2. Lodging. Lodging expenses incurred in connection with activities authorized under this policy when travel requires an overnight stay are subject to the following requirements:

a. Officials must use government or group rates for lodging when available.

b. If lodging is in connection with a conference or organized activity, lodging expenses must not exceed the maximum group rate published by the conference or activity sponsor if such rate is available at the time of booking.

c. If group or government rates are not available, lodging rates that do not exceed the median retail price for lodging in the areas listed on websites such as www.hotels.com or equivalent service will be considered reasonable.

d. Lodging Authorization for Distant Events. Lodging expenses shall be eligible for reimbursement when an official attends an authorized City-related event that is located fifty (50) miles or more from the official's primary residence. For purposes of this policy, mileage shall be calculated based on the most direct route between the official's residence and the event location.

i. For single-day events, officials may request lodging reimbursement if events start or end at times that would require travel outside of reasonable commuting hours.

ii. Officials must submit proof of the event location and schedule with their reimbursement request to demonstrate eligibility under this subsection.

3. Meals. Meal expenses incurred in connection with activities authorized under this policy will be reimbursed at the applicable U.S. General Services Administration

(https://www.gsa.gov/travel/plan-book/per-diem-rates) meal rates in effect at the time. Receipts for the elected official's meal(s) must include a detailed description of items ordered by the elected official only (e.g., separate check with a not to exceed gratuity of 15%). If a meal is provided as part of the event or activity (e.g., if a conference provides breakfast, lunch, or dinner as part of the conference) meal reimbursement will not be provided. Alcoholic beverages will not be reimbursed.

Meal reimbursement may be paid on a per diem basis without receipts if consistent with GSA guidelines; otherwise, itemized receipts are required.

4. Miscellaneous Expenses. Actual and necessary miscellaneous business expenses, as defined by the IRS and incurred in connection with activities authorized within this policy, may be reimbursed (i.e. bridge and road tolls, parking fees, internet access required, standard baggage fees, mandatory resort or facility fees).

Personal convenience items such as in-room entertainment (movies, streaming, gaming), mini-bar purchases, spa services, gym fees, wellness treatments, pet care, childcare, house-sitting expenses, lost items, missed flights, or similar expenses will not be reimbursed.

5. Misuse of Travel and Expense Reporting. All travel forms, expense reimbursements and associated documents are considered public records, and are subject to disclosure under the California Public Records Act. Penalties for the misuse of public resources or falsifying expense reports in violations of reporting policies may include, but are not limited to, the penalties specified in California Government Code Section 53232.4.

EXPENSES NOT AUTHORIZED FOR REIMBURSEMENT:

1. The personal portion of any trip;

2. Political or charitable contributions or events;

3. Family Expenses, including partners' expenses when accompanying the City Council member/appointed official on City-related business, as well as children or pet related expenses;

4. Entertainment expenses, including theatre, movies (either in-room or at the theatre), Sporting events (including gym, massage, and/or golf related expenses), or other Cultural events;

5. In-town mileage;

6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline;

7. Alcohol and personal bar expenses;

8. Personal losses incurred while on City business. Any questions regarding the propriety of a particular type of expense should be resolved by the City Council before the expense is incurred.

REPORTING REQUIREMENTS:

1. Report Forms. Officials should submit their expense reports within thirty (30) calendar days after the end of the month in which the expense was incurred. Each report must be accompanied by receipts that are itemized and clearly identify vendor, date, amount and nature of expense (credit card statements alone are not sufficient). In no event may a request for reimbursement be submitted later than the end of the fiscal year in which the expense was incurred, unless exigent circumstances exist.

2. Reports to City Council, Board, or Commission. Each official will briefly report on outside meetings and events attended at public expense at the next regular meeting of the official's legislative body. If multiple officials attended the same meeting, a joint report may be made.

3. No Show Policy for Official Events and Reimbursement.

a. A "no show" occurs when an official fails to attend a scheduled event. Reimbursement will not be provided by the City for a no show occurrence.

b. Officials should provide at least three (3) working days advance notice if they need to cancel a previously requested reservation.

c. If an official fails to attend a reserved event without providing the required notice, they may be required to reimburse the City the total cost for the reservation.

d. Exceptions to the no show policy may be considered for officials who can provide valid documentation of unforeseen circumstances or emergencies that prevented them from attending the event.

e. In the event of a no show, the official will notify the City Manager or his/her designee of the missed event and any associated charges within one (1) day.

f. If an official/City Council member has multiple unexcused no shows, the City Council, in its discretion, may prohibit said official/City Council member from attending future events at City's expense.

REIMBURSEMENT EXCLUSION FOR EXPENSES PAID BY THIRD PARTIES.

If an official is appointed by the City Council to serve on or represent the City at another entity (including joint powers authorities, commissions, boards, or non-city organizations) then the other entity is expected to be the primary source of reimbursement for expenses. If the official is not reimbursed by that entity for eligible expenses incurred in connection with official City business and they were appointed to that entity by the City Council, the official may request reimbursement from the City. The official will be reimbursed subject to approval by City Council.

Notwithstanding anything to the contrary in this policy, the following provisions govern the reimbursement of expenses in circumstances involving third-party payments:

1. Non-Reimbursable Expenses Covered by Third Parties. Officials shall not be entitled to reimbursement from the City for any expenses that have been, or will be, reimbursed by a third party. This includes but is not limited to reimbursements from other public agencies, private organizations, conference or training sponsors, or any other non-City entity. Reimbursement by third parties may trigger the provision of the Political Reform Act including, but not limited to, limitations on the type and amount of reimbursements and/or reporting requirements.

2. No Duplicate Reimbursements. If an official receives reimbursement for an expense from a third party, the official shall not seek or accept reimbursement for the same expense from the City. It is the responsibility of the official to disclose any third-party reimbursement received or anticipated at the time of submitting the City's reimbursement request.

3. Priority of Reimbursement. In the event an official receives reimbursement from the City prior to receiving funds from a third party, the official must notify the City and return the City's reimbursement within ten (10) business days of receiving funds from the third party.

4. Certification Requirement. As part of the reimbursement request process, officials shall certify that the expenses claimed have not been reimbursed, and are not eligible for reimbursement, from any other source.

5. Third-Party Appointments. When an official is appointed to serve on a committee, board, or other body by an external agency or organization, the official shall seek reimbursement for expenses directly from that appointing agency or organization. The City shall not reimburse expenses for service on such committees, boards, or bodies unless the appointment is made by the City Council.

TRAVEL AUTHORIZATION PROCEDURES:

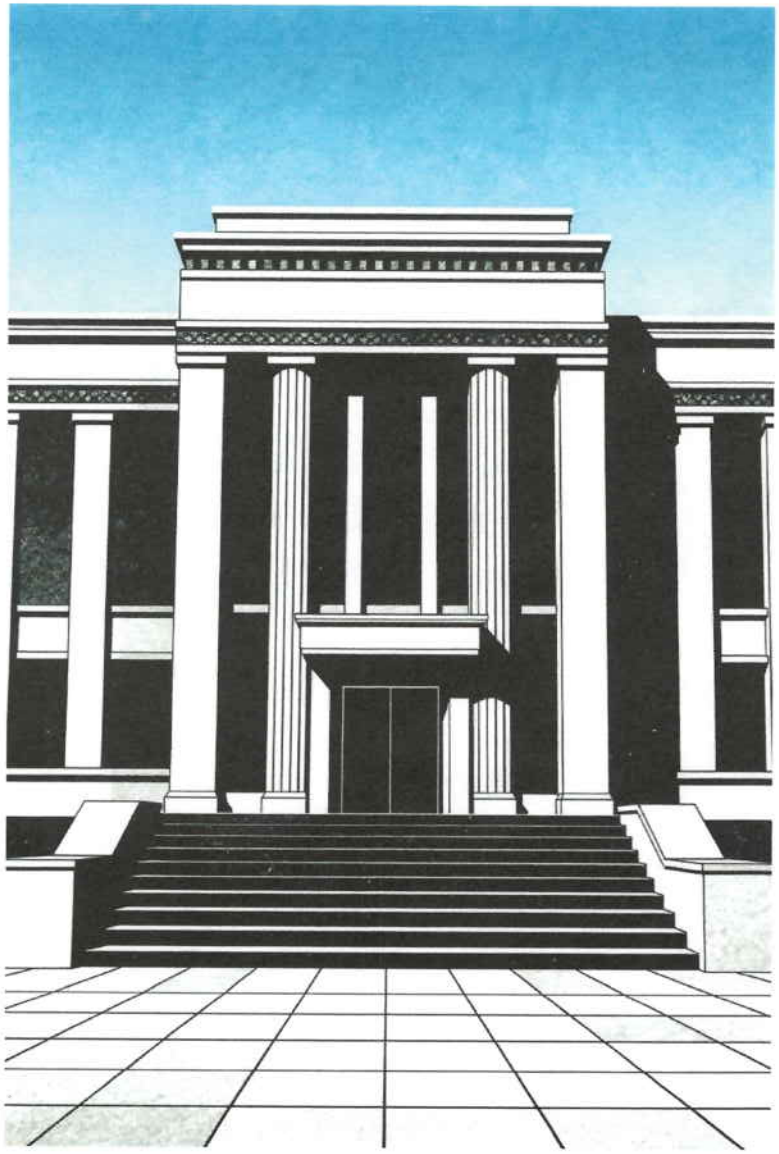
1. Officials shall not commit City funds until travel is approved in accordance with this policy. Officials are encouraged to utilize virtual attendance options in lieu of travel to minimize costs.

2. City Staff should inform officials and City Council members of any applicable deadlines in writing (including by email) to allow timely registration for events or related activities. The City may, at its option and discretion, directly pay for registration, lodging, or transportation, or provide a travel advance Any unused advanced funds must be returned to the City within ten (10) business days.

EXHIBIT "A"

LIST OF PRE-APPROVED COMMUNITY, REGIONAL, STATE-WIDE, OR NATIONAL EVENTS FOR WHICH COUNCIL MEMBERS SHALL BE REIMBURSED FOR ACTUAL AND NECESSARY EXPENSES

1. Banning Annual State of the City Meeting
2. Beaumont Annual State of the City Meeting
3. Banning Chamber of Commerce Annual Installation of Officers Meeting
4. Beaumont Chamber of Commerce Annual Installation of Officers Meeting
5. Banning Chamber Monthly Breakfast
6. Beaumont Chamber Monthly Breakfast
7. WRCOG Annual General Assembly
8. Building Industry Association – Riverside County Chapter (Inland Empire Events)
9. League of California Cities Annual Conference and Expo
10. League of California Cities Annual City Leader Summit (this event is limited to two (2) council members to be selected annually by the City Council in an open public meeting)
11. League of California Cities Mayors and Council Members Academy
12. League of California Cities Annual Planning Commissioners Academy (this event shall be limited to Planning Commission members)
13. Annual Washington D.C. Meetings with City Lobbyist and National Elected Representatives (this event is limited to two (2) council members to be selected annually by the City Council in an open public meeting)
14. International Conference of Shopping Centers AKA ICSC Annual Conference (this event is limited to two (2) council members to be selected annually by the City Council in an open public meeting)



City of Banning

Reimbursement Policy for Elected & Appointed Officials

Establishing standards for expense reimbursement in compliance with AB 1234 (California Government Code § 53232 et seq.), applicable to all City legislative bodies including the City Council, Planning Commission, Parks & Recreation Commission, and Utility Authority Board.

Purpose & Scope

Who It Covers

All elected or appointed members of any City legislative body — City Council, Planning Commission, Parks & Recreation Commission, Utility Authority Board, and any other City-affiliated body created by ordinance, resolution, or formal Council action.

Key Requirement

- Officials must obtain **prior approval** before attending any event, function, meeting, training, or other gathering
- The official must intend to represent the City in any official or semi-official capacity
- The official must intend to seek reimbursement of associated expenses (travel, lodging, meals, registration fees, or other related costs)
- Applies regardless of whether the event is local, regional, or out-of-state
- Applies regardless of whether sponsored by a governmental, quasi-governmental, nonprofit, or private entity

Non-Council officials require prior written approval by the City Manager for reimbursement.

Guiding Principle

> Officials are expected to exercise good judgment and show proper regard for economy when incurring expenses. The principle of **"actual and necessary"** should be used when deciding to expend taxpayer money.

- City Council may deny reimbursement if expenses are not actual and necessary (Cal. Gov. Code § 53232.2(a))
- Expenses outside this policy must be approved by City Council in a public meeting before being incurred (Cal. Gov. Code § 53232.2(f)), except as provided in § 53232.2(d)
- The most economical options must be used for all expenses
- Expense reimbursement is for the official only

Transportation Reimbursement (1 of 2)

1

Air Travel

Coach class at government/group rates. Benchmark: CalCities, CSAC, or State of California program rates. Otherwise, median retail price on Expedia/Travelocity.

2

Personal Vehicle

Reimbursed at the current IRS mileage rate. This rate covers gasoline, insurance, maintenance, and other vehicle operating costs. Includes tolls. **Excludes** customary commuting miles to City Hall or events within City boundaries.

Transportation Reimbursement (2 of 2)

1	2	3
Efficiency of Travel	**Car Rental**	**Taxi / Shuttle / Rideshare**
When a personal vehicle is used for travel, mileage reimbursement is capped at a maximum equal to the lowest reasonable round-trip airfare to the conference or meeting location. The least costly travel option should be used whenever feasible.	Permitted only if more economical than alternatives. Limited to mid-sized vehicles at government/State rates; use median retail price on Expedia/Travelocity if State rates are unavailable. Carpooling required when two or more officials travel together.	Reimbursed when reasonable and necessary, including a not-to-exceed 15% gratuity per fare. Officials are required to utilize shared transportation options (e.g., carpooling, shared ride services) whenever feasible to minimize costs for the City.

Lodging & Meals

🏨 Lodging

- Use government or group rates when available.
- Conference lodging: must not exceed published group rate.
- Eligible for events 50+ miles from official's residence.
- Single-day events: allowed if travel falls outside commuting hours.
- If no gov/group rates: use median retail price on hotels.com.
- Submit proof of event location and schedule with request.

🍽️ Meals

- Reimbursed at U.S. GSA per diem rates.
- Itemized receipt required; separate check; max 15% gratuity.
- Reimbursement for official only.
- Alcoholic beverages not reimbursed.
- Per diem without receipts allowed if consistent with GSA guidelines.
- No reimbursement if meal provided at event/conference.

Miscellaneous Expenses

✅ Reimbursable Miscellaneous Expenses

Actual and necessary miscellaneous business expenses as defined by the IRS, including:

- Bridge and road tolls
- Parking fees
- Internet access (when required)
- Standard baggage fees
- Mandatory resort or facility fees

🚫 Personal Convenience Items (Not Reimbursable)

The following will NOT be reimbursed:

- In-room entertainment (movies, streaming, gaming)
- Mini-bar purchases
- Spa services, gym fees, wellness treatments
- Pet care, childcare, house-sitting expenses
- Lost items or missed flights
- Similar personal convenience expenses

What Is NOT Reimbursable

Personal & Family

- Personal portion of any trip
- Partners', children's, or pet-related expenses
- Personal losses incurred while on City business

Entertainment

- Theatre or movies (in-room or at theatre)
- Sporting events (including gym, massage, golf)
- Other cultural events

Political & Charitable

- Political contributions or events
- Charitable contributions or events

Vehicle & Alcohol

- In-town mileage
- Non-mileage auto expenses (repairs, citations, insurance, gasoline)
- Alcohol and personal bar expenses

Reporting Requirements

Submit Report

File within 30 days after month-end. Itemized receipts required (vendor, date, amount, nature). Hard deadline: end of fiscal year.

Public Report

Briefly report on events attended at public expense at the next regular legislative body meeting. Joint reports allowed.

No-Show Notice

Notify City Manager or designee within 1 business day of missed event and any associated charges.

Consequences

Multiple unexcused no-shows may result in loss of future travel privileges at City expense.

All expense reports are **public records** subject to the California Public Records Act. Penalties per Cal. Gov. Code § 53232.4.

No-Show Policy

No Reimbursement

No reimbursement for events not attended.

Advance Notice

Provide at least 3 working days advance notice to cancel.

Cost Recovery

Failure to notify may require the official to reimburse the City the full reservation cost.

Exceptions

Exceptions granted with valid documentation of emergencies or unforeseen circumstances.

Repeat Violations

Multiple unexcused no-shows may result in loss of future travel privileges at City expense.

Third-Party Reimbursement Rules (1 of 2)

Primary Source

The external entity is the primary reimbursement source when an official is appointed by City Council. City reimburses only if the external entity does not, subject to City Council approval. Note: Third-party reimbursements may trigger Political Reform Act provisions.

No Duplicates

Officials shall not seek City reimbursement for any expense already reimbursed by a third party. Disclose any third-party reimbursement at time of submitting the City's request.

Repayment Required

If City reimburses first and a third party later pays, the official must return City funds within 10 business days.

Third-Party Reimbursement Rules (2 of 2)

Certification

Officials must certify that claimed expenses have not been reimbursed, and are not eligible for reimbursement, from any other source.

Third-Party Appointments

When appointed by an external agency (not the City Council), the official must seek reimbursement directly from that agency. The City will not reimburse expenses for such service unless the appointment was made by the City Council.

Travel Authorization Procedures

1. Approval Before Commitment

Officials shall not commit City funds until travel is approved. Officials are encouraged to use virtual attendance options in lieu of travel to minimize costs.

2. City Staff Responsibilities & Advances

City Staff must notify officials of applicable deadlines in writing (including by email). The City may directly pay for registration, lodging, or transportation, or provide a travel advance. Any unused advanced funds must be returned within 10 business days.

Exhibit A: Pre-Approved Events

Local Community Events

- Banning & Beaumont Annual State of the City
- Banning & Beaumont Chamber Installation of Officers
- Banning & Beaumont Chamber Monthly Breakfast
- WRCOG Annual General Assembly
- BIA – Riverside County Chapter (IE Events)

League of California Cities

- Annual Conference & Expo
- Annual City Leader Summit *(limit: 2 Council Members)*
- Mayors & Council Members Academy
- Planning Commissioners Academy *(Planning Commission only)*

National Events

- Annual Washington D.C. Meetings with City Lobbyist & National Elected Representatives *(limit: 2 Council Members)*
- ICSC Annual Conference *(limit: 2 Council Members)*

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Elizabeth Gibbs, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**

MEETING DATE: **March 24, 2026**

SUBJECT: **Consideration of Resolution 2026-51, Approving a Professional Services Agreement with Urban Futures, Inc to Provide Municipal Advisory Services in an Amount Not-to-Exceed $100,000 per Year**

RECOMMENDATION:

Adopt Resolution 2026-51

BACKGROUND:

The City of Banning requires the services of a qualified Municipal Advisor to assist the City with a variety of financial advisory services including financial planning, capital financing strategies, debt issuance support, and long-term fiscal planning. Municipal advisory services provide the City with independent professional guidance related to the municipal bond market, financing strategies, credit rating considerations, and other financial policy issues.

On January 12, 2026, the City issued a Request for Proposals (RFP) for Municipal Advisory Services, which was publicly advertised through the OpenGov procurement platform. The purpose of the RFP was to solicit proposals from qualified firms capable of providing comprehensive municipal advisory services to the City on an ongoing basis.

The RFP sought services including:

- Financial planning and analysis
- Debt issuance and capital market advisory services
- Credit rating surveillance and strategy
- Continuing disclosure compliance
- Evaluation of financing strategies for capital projects
- Advisory support related to revenue measures and long-term fiscal planning

As a result of the RFP process, two proposals were received and subsequently evaluated by City staff based on the evaluation criteria outlined in the RFP. The criteria included qualifications, pricing, experience with similar projects, professional references, approach and methodology, and value-added services.

Following the evaluation process, the proposals received the following overall scores:

- Urban Futures, Inc. (UFI): 96.33 points
- Columbia Capital Management, LLC: 77.33 points

Based on the evaluation results, Urban Futures, Inc. received the highest overall score and was determined to be the most qualified firm to provide municipal advisory services to the City.

Urban Futures, Inc. has extensive experience advising California public agencies on municipal finance matters including debt issuance, financial forecasting, fiscal recovery strategies, capital financing, and credit rating support. Staff believes that UFI's experience and approach will provide valuable support to the City as it continues to address its financial priorities and long-term fiscal sustainability.

Resolution 2025-161
On November 12, 2025, the City Council adopted Resolution 2025-161 approving a Professional Services Agreement with Urban Futures, Inc. to provide critical financial advisory services during a period of significant fiscal challenges. At that time, the City was short-staffed and required specialized expertise to assist with financial forecasting, budgeting, and development of a financial stability plan. Due to the urgent need to stabilize the City's financial condition and the firm's familiarity with the City's circumstances, the agreement was approved under the emergency exception to the City's procurement policy. Urban Futures, Inc., led by Mr. Michael Busch, has since provided ongoing support to guide the City's financial recovery and long-term sustainability efforts. This Professional Services Agreement was approved for a one-year term and not-to-exceed $100,000.

JUSTIFICATION:

Municipal advisory services are important to assist the City with financial planning, evaluating financing strategies, and navigating the municipal bond market. An experienced Municipal Advisor provides independent, fiduciary advice related to debt issuance, capital financing, and long-term fiscal planning, helping the City make informed financial decisions.

Following the competitive RFP process, Urban Futures, Inc. received the highest overall evaluation score and demonstrated strong experience providing municipal advisory services to California public agencies. Based on the evaluation results and the firm's qualifications and experience, staff recommends awarding the agreement to Urban Futures, Inc..

Strategic Plan – "Banning 2030 – Designing our Future TODAY"
The services to be provided will assist the City in meeting the following top priority initiative:

- Strategic Goal 4 – Maintaining Effective and Efficient Services
  - Develop and Implement Banning's Financial Workout plan to Sustainability

FISCAL IMPACT:

The proposed agreement authorizes up to $300,000 for an initial three-year term for general financial advisory services. The services will be funded out of Fund 705 (Central Services), Account 705-4500-412.33-11 (Professional Services). An appropriation in the amount of $300,000 to the account is required to fund these services.

Future amendments for transaction-specific advisory services associated with bond issuances or other financings will be presented to the City Council for approval as needed.

ATTACHMENTS:

1. Resolution_2026-51.docx
2. Exhibit A PSA Urban Futures, Inc..docx
3. UFI_Proposal_to_Banning_vF.pdf
4. UFI_Pricing_Proposal_vF.pdf
5. Resolution 2025-161.pdf

RESOLUTION 2026-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC TO PROVIDE MUNICIPAL ADVISORY SERVICES IN AN AMOUNT NOT-TO-EXCEED $300,000 FOR A THREE-YEAR TERM

WHEREAS, the City of Banning requires the services of a qualified Municipal Advisor to assist the City with financial planning, capital financing strategies, debt issuance advisory services, and related financial consulting; and

WHEREAS, on January 12, 2026, the City issued a Request for Proposals for Municipal Advisory Services through the OpenGov procurement platform; and

WHEREAS, as a result of the Request for Proposals process, two proposals were received and evaluated based on the criteria identified in the Request for Proposals; and

WHEREAS, the evaluation results resulted in the following overall scores: Urban Futures, Inc. (96.33) and Columbia Capital Management, LLC (77.33); and

WHEREAS, Urban Futures, Inc. received the highest overall score and was determined to be the most qualified firm to provide municipal advisory services to the City; and

WHEREAS, the proposed agreement provides for general as-needed financial advisory services in an amount not-to-exceed $300,000 for an initial term of three (3) years with the option to renew for two (2) additional one-year terms, for a maximum agreement term of five (5) years; and

WHEREAS, future amendments to add funding for specific financing transactions will be brought before the City Council for approval; and

WHEREAS, the Professionals Service Contract will be funded by Fund 705 (Central Services), Account 705-4500-412.33-11 (Professional Services) and requires an appropriation in the amount of $300,000.

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 Urban Futures, Inc. for Municipal Advisory Services in the amount of $300,000 for general as-needed financial advisory services for a three-year term.

SECTION 2. The City Council authorizes the City Manager, or designee, to execute the Professional Services Agreement with Urban Futures, Inc., and to make non-substantive changes consistent with the intent of this Resolution.

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 24th day of March 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 2026-51, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March 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 Urban Futures, Inc.

City of Banning

Proposal for
Municipal Advisory Services
RFP-25-123

Urban Futures, Inc.
February 12, 2026



Public Finance | Public Management |Analytics & Compliance

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February 12, 2026

Angelo Heidt
99 E. Ramsey St
PO Box 998
Banning, CA 92220
aheidt@banningca.gov

Re: Urban Futures, Inc. – Request for Proposals - Municipal Financial Advisory Services

Dear Mr. Heidt:

We are pleased to submit this proposal to the City of Banning (the "City") for the purpose of providing objective and independent municipal financial advisory services. Urban Futures, Inc. ("UFI") is a full-service financial planning and municipal advisory firm that has been providing innovative, high-quality solutions to California public agencies since 1972.

For over 20 years, UFI has maintained a deep partnership with the City, serving as the municipal advisor on over $137 million of the City and Successor Agency's bond issues during that time. No other firm brings the same depth of knowledge or familiarity with your financial landscape.

As the City now requests an expanded level of services, UFI is uniquely positioned to respond. Our recent engagement to provide the City with financial forecasting services is intended to serve as the analytical foundation for the City's fiscal recovery and long-term financial planning. We have the comprehensive capabilities to address all aspects of this expanded scope beyond traditional advisory work. We understand the City's goals, challenges, and operational priorities. Looking ahead, our commitment to the City remains the same: to serve as an extension of City staff, deliver sound financial strategies, and support the City's long-term vision.

The following is a summary of our distinguishing expertise and services:

- **#1 Ranked California Municipal Advisor**: UFI has been a leader in providing financial advisory services since 1972 to over 300 public agencies throughout California. ***UFI is ranked as the top financial advisory firm in California over the last 5-year period as measured by the number of transactions completed[1].*** UFI is in the market virtually every week, **advising on more bond sales than any other firm.**
- **Relevant and Local Experience**: Our experience with the City as well as others in Riverside County gives us a firm grasp on the local economic landscape as well as the unique challenges and opportunities faced by Banning. We regularly engage with cities in the County to advise on public facilities end enterprise fund financings, often bridging municipal advisory activities and analysis with in-house consulting engagements leading to successful economic development.
- **Experienced Personnel**: The team assigned to the City includes professionals with deep expertise in special general fund, tax allocation, and enterprise fund credits, credit analysis, and pricing execution for bond sales. UFI's municipal advisors and consultants include a former city finance director/assistant city manager, special district general counsel, public finance investment bankers, and a rating agency analyst, which allows us to offer the City a comprehensive blend of qualifications and resources. With advisors based in Southern California, we are available to meet with the City as often as is necessary to complete upcoming assignments.

[1] Source: SDC Platinum (Thomson Reuters)

- **Technical Competence:** Providing our clients with responsive and high-quality analytical services is central to our corporate mission. Our advisors have extensive financial modeling and credit analysis experience directly related to the types of debt issued by the City. In addition, UFI has extensive experience advocating for our clients through preparing best-in-class rating presentations. We believe this will be critical as the City looks to restore its credit standing with Standard & Poor's on the electric utility. Our priority is to help the City execute future financings at the lowest possible cost while maintaining its strong credit position.

Working with the City is very important to us. UFI is committed to dedicating as much of the firm's resources to the City as is necessary, and to completing assignments in a comprehensive and timely fashion. We submit this proposal with the intent to perform the requested services and confirm that we have reviewed all terms and conditions of the RFP and sample agreement. Thank you very much for your consideration.

Sincerely,



Michael Busch, Chief Strategy Officer
1470 Maria Creek Lane, Suite 315
Walnut Creek, CA 94596
Office: (714) 923-3541
E-mail: mbusch@ufi.us

A. Statement of Understanding and Approach

This section must demonstrate an understanding of the Services. It should describe the general approach, organization and staffing required for the Services requested. If necessary, preliminary investigations, due diligence, and research shall be discussed in this section. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

UNDERSTANDING OF SCOPE OF SERVICES

The City is seeking a municipal advisor to provide an expanded level of support across five key areas: **(1) General Services, (2) Financial Planning, (3) Debt Management and Financial Implementation, (4) Ballot Initiatives, and (5) Value Added Services**.

We understand the City is currently navigating a well-documented fiscal crisis—one marked by years of structural imbalances, fund deficits, and internal control weaknesses. In addition, the City's electric utility bonds were recently downgraded to sub-investment grade and put on negative outlook, citing improper financial controls and negative unrestricted cash balances.

UFI is uniquely positioned to help the City navigate this environment. We are assigning senior municipal advisors from our Public Finance Group and Public Management Group, who have an intimate knowledge of the City's current fiscal challenges. In 2025, the firm was engaged by the City to provide a comprehensive General Fund Budget Forecast Model, which will serve as the analytical foundation for the City's fiscal recovery and long-term financial planning. We are enthusiastic about the opportunity to build on this work and support the City in implementing the next phase of its financial strategy.

At this pivotal time, we stand ready to assist the City in addressing fiscal challenges, strengthening its credit profile, and structuring financings that support long-term financial sustainability. Our strategic approach is backed by over 20 years of history working with the City, having served as municipal advisor on over $137 million of City and Successor Agency bond issues during that time. Our proposal reflects a comprehensive, integrated approach to the full scope of services required, and we are committing the full resources of our firm to support the City's financings, financial forecasting, strategic initiatives, and other priority assignments. Our service model is designed to deliver efficient, cost-effective solutions while maintaining the highest standard of professional advisory support.

APPROACH TO GENERAL & FINANCIAL PLANNING SERVICES

On all engagements, UFI takes the time to perform extensive due diligence, research, and preliminary analyses in order to understand the goals and priorities of our clients, as well as the economic and political challenges and opportunities our clients face in achieving those goals. Our first task as part of the financial planning service involves a complete assessment of the client's needs and financial constraints. Where appropriate and requested by the City, this preliminary work may include preparation of a detailed finance plan for the capital project(s) involved in the financing, a preliminary credit assessment using rating agency criteria, and an evaluation of all financing mechanisms available to the City, among other activities.

These services include, but are not limited to, the following:

- Monitor the City's debt portfolio and advise on refunding and other opportunities that would benefit the City
- Serve as a resource on outstanding debt obligations, offering real-time support to staff on reporting, compliance, and structuring questions
- Evaluate new money financing options, including comparative analyses of various debt instruments, terms, and repayment structures
- Prepare capital funding analyses, including financing options as well as options that do not include the sale

of debt
- Support the formation of CFDs and related special district financing mechanisms to fund new development or infrastructure
- Advise the City on economic development opportunities
- Project delivery analysis and assistance
- Assist with financial policy development
- Schedule meetings or calls with staff to request all necessary data and discuss the needs and goals of the City.
- Undertake a funding analysis for the identified capital project(s) and prepare a finance plan.
- Identify and assist with strategies to mitigate risks of public facilities projects.
- Analyze existing outstanding debt to determine parity test requirements, feasibility of refunding certain outstanding series of Bonds, and debt affordability.
- Analyze insured values for lease revenue transactions.
- Review pension liabilities and existing policies.
- Assist with comprehensive credit analysis to anticipate rating outcomes, preferred structures, and interest rate scales.
- Facilitate communication with credit rating agencies regarding outstanding bonds.
- Independently structure the financing and present results to the City.

APPROACH TO DEBT MANAGEMENT AND IMPLEMENTATION

Managing the Financing Process and Engaging the Team

If financing targets are best achieved through a bond issuance, UFI will immediately initiate development of a financing schedule and the implementation of the agreed-upon strategy. UFI's scope of work during the debt structuring and issuance process includes, but is not limited to, the following:

- Determine sizing and structure of the debt issue and verify cash flow analyses provided by underwriters.
- Evaluate the particular financing being contemplated and provide recommendations regarding the method of sale. UFI has significant experience with both negotiated and competitive public offerings, both of which could be considered for this financing. We will work with the City to carefully evaluate each of the financing methods to determine the appropriate method that best meets the City's objectives.
- Assist in the selection of service providers, including, but not limited to, underwriter, bond counsel, disclosure counsel, appraiser, or trustee.
- Plan and coordinate presentations to rating agencies; advocate for the City throughout the process and provide a credit narrative that supports a favorable outcome.
- Call, arrange, and lead working group meetings as appropriate.
- Develop and maintain a detailed financing timetable.
- Monitor financing process and coordinate all activities of the financing team.
- Review all legal and financing documents on behalf of the City.
- Provide support to the City relating to financing documents, including preparation of staff reports and presentations.

Rating Agency Strategy: The City's electric utility has implemented recent rate increases to restore its credit standing with S&P to investment-grade status. Accordingly, the credit rating process will be a critical component of any electric utility financing. As an active municipal advisor on California utility financings, UFI maintains an extensive working knowledge of the issues facing California utilities and how rating agencies view the issues. UFI team members assigned to the City excel at credit and technical analysis, as well as putting together high-quality presentations that have achieved positive rating results. We will work proactively with staff to prepare materials, frame the credit narrative, and advocate effectively on the City's behalf to help achieve the strongest possible rating outcome. With respect to the electric utility, we intend to focus our messaging on the City's recent rate increases and efforts to bring audited financials current.

Pricing and Closing Execution: UFI offers extensive expertise in the pricing and marketing of municipal securities. Our team includes former public finance investment bankers with direct experience underwriting and distributing municipal bonds, allowing us to provide informed and strategic guidance throughout the pricing process. Generally, our approach is to recommend that the underwriter employ an aggressive pricing strategy (aiming for approximately 2 times oversubscription) to achieve the best possible pricing for our clients. We will work to ensure the best possible result for the City, without risk of diminishing investor participation, and provide post issuance analysis. UFI's scope of work during pricing and closing includes the following tasks:

- Monitor market conditions and advise on the optimal timing of the bond sale.
- Track and analyze comparable transactions to inform pricing and strategy.
- Evaluate alternative couponing and redemption strategies.
- Assess the potential benefits of bond insurance.
- Prepare a summary of cost of issuance.
- For a competitive sale: prepare and market bid documents, advise on timing, and evaluate bids.
- For a negotiated sale: provide guidance on retail order periods and institutional marketing, analyze comparable bonds and secondary market data, verify cash flows, and serve as pricing advisor.
- Coordinate all aspects of the bond closing process.

Related Value-Added Services

- **Vehicle/Equipment Leases** - The assigned team has extensive experience working with lenders in this space and has completed recent assignments for the Cities of Fullerton, Monterey Park and Coachella involving equipment leases. Our expertise includes evaluating lender proposals, conducting credit analysis, managing lender RFP processes, and advising on a range of lease structures, including master lease programs. We are well-positioned to assist the City with all aspects of lease implementation.
- **Stakeholder Education** – UFI has significant experience providing municipal finance education—such as Bonds 101, debt policy fundamentals, and capital planning workshops—to City staff, City Councils, and community stakeholders. In addition, we are equipped to present financial forecast results and other complex analyses in clear, accessible formats to help policymakers and stakeholders understand the City's fiscal trajectory and options moving forward.
- **Pension/OPEB:** UFI has an in-depth understanding of pension liabilities, pension obligation bonds, and CalPERS' administrative processes. As a result, the firm can advise on a variety of pension-related issues (not just POBs), and can provide consultation to the City regarding Section 115 Trusts, stabilization reserves, and pension policy development.

BALLOT MEASURES

UFI works with a number of cities across the State that have successfully implemented transaction and use taxes, such as the Cities of Pomona, Menifee and Lake Elsinore. In addition, we are currently working with the City of Beaumont as the City evaluates a new sales tax measure to fund public facility improvements, including a new police station. A locally controlled sales tax provides cities with a stable source of unrestricted General Fund revenue, which can be used to address critical needs such as public safety, infrastructure, and core services. UFI can assist the City with an evaluation of the sales tax and evaluate different revenue structures, including revenue projections based on historical taxable sales. In addition, we can model financing scenarios that demonstrate how projected sales tax revenues could be leveraged to support capital investments through the issuance of lease revenue bonds or similar financing mechanisms. We recently provided such analysis for the City of Pomona, helping them assess the impact of a new local sales tax and align the structure with long-term capital planning goals.

VALUE-ADDED SERVICES

FINANCIAL FORECASTING

As of June 30, 2024, the City reported a negative unassigned General Fund balance of approximately $7.2 million, significant deficits within its Internal Service Funds, and material reliance on interfund cash borrowing to sustain operations. Independent auditors formally concluded that the City was "currently in a severe financial crisis," citing structural operating deficits, impaired liquidity, and multiple material weaknesses in financial reporting, cost

allocation, and internal controls. These findings were presented to the City Council alongside direction to develop a comprehensive "workout plan" to restore fiscal sustainability.

In 2025, UFI was engaged by the City to prepare a comprehensive General Fund Budget Forecast Model to serve as the analytical foundation for the City's fiscal recovery and long-term financial planning. The model is being developed as a decision-support tool for City management and the City Council to:

- Quantify the City's true structural General Fund deficit;
- Separate one-time solutions from ongoing structural imbalances;
- Evaluate the General Fund impact of Internal Service Fund (ISF) corrections;
- Assess the feasibility and timing of recovery strategies over a multi-year horizon.

UFI's General Fund Budget Forecast Model incorporates a dual-lookback and look-forward framework, integrating historical financial performance with forward-looking policy and operational assumptions.

Historical Analysis (5–10 Years):

- Review of audited actuals to identify long-term revenue and expenditure trends;
- Identification of recurring versus one-time revenues (e.g., ARPA, fund closures);
- Analysis of historical cost allocation practices and under-recovery of ISF costs;
- Reconstruction of baseline General Fund operating performance absent temporary fixes.

Forward-Looking Forecast (10 Years):

- Multi-year General Fund projections under current service levels;
- Integration of full ISF cost recovery to reflect true General Fund obligations;
- Sensitivity analysis of key cost drivers (personnel, benefits, risk management);
- Scenario modeling to evaluate policy options, expenditure reductions, and revenue strategies.

The model is designed to be transparent, assumption-driven, and iterative, allowing City staff and elected officials to test alternative fiscal strategies and understand tradeoffs over time.

Key Preliminary Findings

- The General Fund exhibits a minimum structural deficit of approximately $2.8 million annually, exclusive of ISF under-allocations;
- Once full ISF cost recovery is reflected, the true General Fund operating gap is likely between $3 million and $6 million per year, consistent with audit and staff report conclusions
- Prior reliance on one-time revenues masked underlying imbalances but did not resolve them;
- Long-term sustainability will require a coordinated fiscal workout plan rather than incremental or short-term fixes.

Deliverables and Use

A draft model is scheduled for delivery to the City in mid-February, aligned with the City's broader fiscal recovery timeline. The model will serve as staff-usable General Fund forecast model accompanied by clear documentation and policy-level outputs suitable for Council workshops, closed-session strategy discussions, and public financial planning. The model is intended to serve as the core analytical platform supporting:

- Development of a formal General Fund workout plan;
- Evaluation of cost allocation and ISF restructuring;
- Cash flow stabilization and interfund loan repayment strategies;
- Ongoing multi-year financial monitoring and updates.

Value to the City

This engagement provides the City with more than a forecast—it establishes a fact-based framework for restoring fiscal discipline, rebuilding transparency, and supporting defensible policy decisions at a critical moment for the organization.

STRATEGIC PLAN IMPLEMENTATION AND FISCAL WORK-OUTS

Our team has direct experience assisting public agencies facing structural fiscal imbalance, organizational transition, and operational constraints. We have supported the development and implementation of strategic plans that move beyond high-level policy direction to measurable action plans, performance benchmarks, and accountable timelines. In fiscally stressed environments, we have designed and implemented work-out programs that integrate multi-year financial forecasting, expenditure restructuring, revenue stabilization strategies, debt and liquidity analysis, and labor and service delivery alignment. Our approach emphasizes disciplined execution, transparent reporting to governing bodies, and ongoing recalibration as conditions evolve—ensuring that adopted strategies translate into sustained fiscal and operational stability.

MUNICIPAL AIRPORT REDEVELOPMENT STRATEGY & NEGOTIATIONS

The City of Banning owns and operates a 250-acre municipal airport that has historically generated limited economic return and required ongoing General Fund support. The FAA Reauthorization Act of 2024 released the City from long-standing federal aviation obligations, creating a rare opportunity to evaluate closure and redevelopment of the airport property. This legislative change positioned the site as a potential long-term economic driver aligned with the City's fiscal recovery objectives.

UFI is serving as the project manager for the potential redevelopment and disposition of the airport. Our engagement focuses on maximizing land value, structuring a transaction that delivers measurable public benefit, and aligning negotiations with the City's broader fiscal stabilization strategy. This work is integrated with the City's financial "workout" efforts and coordinated with staff, legal counsel, environmental consultants, and an independent appraiser.

Key responsibilities include:

- Evaluating disposition alternatives, including long-term ground lease, fee simple sale, and hybrid development structures.
- Developing comparative financial models to assess value realization, timing, control, and risk allocation.
- Coordinating with independent appraisal experts to determine highest and best use and market-supported valuation.
- Leading financial analysis and negotiation strategy in discussions with Hillwood, a national industrial and logistics developer.
- Advising the City Council in closed session on transaction structure, governance protections, and fiscal implications.
- Ensuring compliance with the Surplus Land Act, environmental review requirements, and entitlement sequencing.

The airport represents one of the largest real estate assets under City control and has the potential to materially influence Banning's long-term fiscal trajectory. While redevelopment alone will not eliminate structural deficits, a disciplined and well-structured transaction can provide liquidity, recurring revenue capacity, and economic momentum necessary to support service sustainability. UFI's advisory approach emphasizes:

- Maximizing long-term economic value;
- Protecting public policy interests and governance controls;
- Enhancing transparency and public trust; and
- Aligning real estate strategy with comprehensive fiscal stabilization efforts.

POST-ISSUANCE COMPLIANCE SERVICES

UFI provides clients with a full suite of services, tailored to the reporting requirements of each covered security, debt, loan, or other outstanding obligation. We have been providing these services since 1994, when the reporting requirements were first mandated. To ensure we deliver accurate and timely services, UFI has developed a proprietary, in-house database and tracking system. The details of our client's issuances and debt obligations are

entered into the database (applicable disclosure requirements, filings, deadlines, etc.) enabling us to work closely with clients to keep them in compliance. Our proposed continuing disclosure and post-issuance compliance services include the following:

- **Annual Disclosure Reporting**: UFI will annually prepare and post the required Continuing Disclosure Annual Report (CDAR) on the MSRB's Electronic Municipal Market Access (EMMA) data portal. Each year we will send a request for client-provided information and financial documents, assemble required third-party data, update the corresponding analytical tables, and review the documents necessary to ensure the report complies with the requirements and deadlines of the applicable Continuing Disclosure Certificate or Agreement. We will provide the City a copy of the disclosure report to review before filing. After filing the disclosure report and associated financial documents on EMMA, we will transmit a copy of the report and the electronic posting confirmation to the City.
- **Material Event Filings**: For Listed Events in the applicable Continuing Disclosure Certificate or Agreement, UFI will prepare and post the requisite Material Event Notice on the EMMA data portal. To ensure notice of material events are posted in a timely manner, we work closely with trustees and clients to receive updated information, monitor Bloomberg's market data for various event alerts, and stay up-to-date on any changes in SEC/MSRB regulations. Please note, the City is required to timely report to UFI the occurrence of Listed Events of which the City is made aware.
- **Annual CDIAC Filings**: For all debt obligations issued after January 21, 2017, and for pre-2017 debt obligations that used a Marks-Roos financing authority, UFI will annually assemble the required data and file the Annual Debt Transparency Reports and/or Marks-Roos Yearly Fiscal Status Reports with the California Debt and Investment Advisory Commission (CDIAC). If required, we will request through the City information from the trustee on bond fund balances. We have developed expertise on the reporting requirements and tracking of affiliated filings using CDIAC's online reporting system.

Implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

Project Management Methods & Controls

UFI employs a number of project control methods to ensure financings are executed efficiently and in line with client goals and desired timelines. Throughout the process, we keep our clients informed and involved in key project decisions. The following are some examples of the control methods used to execute financings:

- **Schedule Management**: When developing a financing schedule, we typically work backward from the desired closing date, identifying key milestones along the way to ensure that projects are delivered on time and in line with client needs.
- **Transaction Monitoring**: Throughout the financing, we will monitor the process, track document distribution and approvals.
- **Market Volatility**: UFI actively monitors market conditions, interest rate movements, and economic developments. When market dynamics shift, we provide real-time guidance and may recommend calendar adjustments to optimize pricing and execution for our clients.
- **Fee Negotiations**: For negotiated transactions, we conduct detailed underwriter fee surveys, comparing proposed compensation against weighted averages for comparable transactions. In addition, we regularly bid out other services for bond counsel, trustee and other consultants, ensuring our clients receive fair and competitive pricing.
- **Stakeholder Engagement**: UFI has a depth of experience presenting to and responding to questions from City Councils, Committees, Tax Associations, and other stakeholder groups regarding capital planning, bond issuance, and other policy issues. Where appropriate and as requested, UFI is able to present to the City Council or conduct special workshops, which can be an ideal setting for Council to learn, ask key questions, and formulate opinions.
- **MSRB Compliance**: The firm maintains three Series 54 principals, who are responsible for overseeing the

municipal advisory activities to ensure compliance with MSRB rules and other applicable regulations.

Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

Throughout the term of the agreement, UFI will provide consistent staffing by a senior team of highly qualified municipal advisors. For each financing engagement, a minimum of two municipal advisors will be assigned to ensure both strategic oversight and day-to-day responsiveness. The core team will be supported by a broader bench of professionals with experience across all financing mechanisms utilized by the City, including enterprise revenue bonds, tax allocation bonds, and other public finance structures. This scalable staffing model ensures continuity, preserves institutional knowledge, and maintains a consistently high level of service, with staff continuity remaining a top priority for the City's account.

Our depth of experience and staffing capacity allow us to deliver responsive, high-quality service across all areas of engagement. We remain committed to supporting the City with forward-looking, dependable, and strategic advisory services as it navigates both current initiatives and future challenges.

Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

UFI is currently assisting the City with the preparation of a comprehensive financial forecast, with a draft expected by mid-February. In addition, we remain actively engaged on other consulting assignments, including development of a workout plan and the provision of strategic advisory services related to the municipal airport.

With respect to future financings, we have provided below a draft schedule for a typical public bond issuance, outlining key milestones and responsible parties. A public bond sale generally requires approximately three to four months to complete, while a private placement can typically be executed within 60 to 90 days. We understand that, prior to pursuing a financing, the City may require additional support as it works to bring its audits current. There may also be preliminary coordination with the rating agencies to address credit considerations. UFI is prepared to assist the City with these foundational steps to ensure it is well-positioned to access the market. Once the City is ready to proceed, we will work closely with staff to confirm objectives and tailor the financing structure and timeline accordingly.

Date	Action	Responsibility
Month 1	City Council meeting to approve financing team and proceeding with bond issuance	City/UFI
	Kick-Off Call/Meeting	UFI
	Draft Bond Documents and Prospectus	UFI
Month 2	Send Credit Package to Rating Agency	UFI/City
	Revised Drafts of Documents and Rating Agency Credit Meeting	All
	Submit Document Package for City Council approval	Bond/Disclosure Counsel
Month 3	Premarket Prospectus to Investors	UFI
	Sell Bonds/Pricing Call (Lock In Interest Rates)	All
	Close Bonds and Receive Proceeds	All

Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

For each financing, we would request participation from required City staff on conference calls and to provide input on the financing schedule to ensure we are meeting the City's goals. Additionally, we rely on the City's guidance during preparation of the official statement to ensure it reflects the City's disclosure practices and fully communicates all risks to investors. For the credit rating process, we request that the City Manager and other executive-level staff participate in all rating calls. The City's assistance is also critical in responding to rating agency inquiries and providing supporting information, which may include:

- Financial forecasts, rate studies and policy documents
- Future debt plans
- Identification of one-time revenues or transfers
- Details of significant development projects
- Information regarding cyber incidents and policies
- Any additional information necessary to support the City's credit profile

Our goal is to limit the City's involvement to critical areas and to complete each financing in a manner that achieves the City's goals without putting any unnecessary burden on City staff time.

Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City, if applicable.

UFI does not anticipate leasing, purchasing, renting, or otherwise using any City-owned facilities or property in connection with the performance of the proposed services. Accordingly, no City facilities or property are proposed for use, and there is no impact on the overall cost proposal to the City.

If, at the City's discretion, lease revenue bond financing is pursued in the future, the identification of City-owned real property assets for collateral purposes would be undertaken as part of the financing structuring process. Any such assistance would be advisory in nature, would not involve use or occupancy of City property by UFI, and would not affect proposed fees.

B. Company Information

This section shall include contact person information, address and telephone number of the company main office and branch offices. Each Company shall identify itself as to the type of organizational entity (corporation, sole proprietorship, partnership, joint venture, etc.). Any supplemental information that Company believes may be pertinent to the selection process may be provided.

FIRM PROFILE

Urban Futures, Inc. (UFI) is a full service municipal advisory firm that provides innovative solutions and the highest level of service to California cities as well as park, utility, school, and healthcare districts. Since 1972, the firm has provided municipal advisory services to hundreds of California clients. UFI is registered as an independent municipal advisor with the MSRB and SEC and is structured as a C-Corporation.

UFI is a California-based, California-focused firm, combining a top-ranked municipal advisory practice with a financial consulting practice that has decades of public finance and executive-level government experience. Clients engage our firm to provide a range of services, including municipal advisory assignments for debt issuance across a multitude

of credits, capital funding analysis and preparation of finance plans, and non-municipal advisory services including post-issuance compliance financial forecasting, tax and revenue analysis, and development of fiscal strategies.

With headquarters in Walnut Creek, UFI has 20 employees, 16 of whom are Series-50 licensed municipal advisors, including 5 based in Southern California. In addition, UFI has three registered Series 54 Principals wo are responsible for overseeing the municipal advisory activities of the firm to ensure compliance with MSRB rules and other applicable regulations.



**Source: SDC Platinum, Equal to each manager*

We believe our extensive experience with California public agencies, and strong knowledge of policy and legal issues as well market environments make us well-qualified to serve the District on this financing assignment. For the scope of services outlined in the RFP, professionals from the **Public Finance Group** and **Public Management Group** will be assigned to provide municipal advisory, financial forecasting and other as-needed services to the City. In addition, UFI offers complementary services, including continuing disclosure services via our **Compliance and Analytics Group**. A description of the three main UFI divisions is provided below:

Public Finance Group **("PFG")** provides municipal advisory services, debt analysis, financing plans, and access to capital markets for various transaction types, including Enterprise Revenue Bonds, General Obligation Bonds, Tax Increment financings, Real Property Leases, Equipment Leases, Land Secured Bonds, and Pension Obligation Bonds, as well as Public Private Partnerships (P3), and Enhanced Infrastructure Financing Districts (EIFDs). We help staff evaluate and implement various financing options for priority projects (including bonds, revolving lines of credit, and State and Federal loan programs) and refinancing opportunities. This group includes Isom Advisors, a division of UFI, that specializes in education financing.

Public Management Group[2] **("PMG")** provides in-depth and insightful analysis of our client's financial history and current position, revenue and expense structures, long-term liabilities and risks, and fiscal outlook through the use of custom financial models, long-term forecasts, and fiscal assessment tools that integrate a wide variety of econometric, financial and demographic data with key metrics, benchmarks and best practices. More importantly, the diversity and experience of our PMG team enables UFI to transform the financial data and analysis into actionable management information, reports and plans that provide specific recommendations, and strategies supported by the analytics that help our clients achieve their goals and objectives.

Analytics and Compliance Group[2] provides services related to post-issuance compliance, including continuing disclosure, arbitrage rebate, and CDIAC reporting compliance. UFI's Analytics & Compliance Group is dedicated to managing the comprehensive continuing disclosure and post-issuance compliance needs of our California clients. UFI has been providing continuing disclosure services since 1994, when the reporting requirements were first mandated. We currently serve over 200 California cities, enterprise districts, utilities, successor agencies, joint powers and financing authorities, school districts, and charter schools, with extensive experience providing disclosure reporting for various credit types, legal structures, and methods of sale.

o The Proposal shall identify any litigation, mediation, or arbitration, regarding the performance of any services similar to the Services, in which the Company has been involved in the past five (5) years. If the Services require a license or certification, the Proposal shall include any claims or disciplinary action taken against Company or any of Company's key personnel within the past five years.

[2] Non-Municipal Advisory Service

UFI has not had any legal events or disciplinary actions over the last five years or through its history. This is reflected on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The City may electronically access our firm's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

C. Company Personnel

This section shall contain names, contact numbers and description of experience, including licenses and/or certifications, of all key personnel who would be assigned to perform the Services. Members of the Company's professional team (managers, contact person, etc.) should be identified by name, title, phone number, and description of the portion of work they will be assigned to perform under this Agreement. Also include major subcontractors (if any) and their degree of involvement in this program. If the Company is including any subcontractors, the Company shall identify how long the Company has worked with the subcontractor.
o An affirmative statement should be included that the proposer and all assigned key professional staff are properly licensed to practice in California.

For the scope of services outlined in the RFP, **Michael Busch** will serve as the primary contact and will have overall responsibility for client service delivery; **Branden Kfoury** will serve as transaction manager, and will provide day-to-day coverage to the City team on municipal advisory assignments. **James Morris**, Managing Director, will lead financial forecasting and fiscal sustainability assignments as well as any post-issuance compliance work required by the City. In addition, **Wing-See Fox**, will oversee compliance matters and serve as the firm's Series 54 Principal. The assigned team has extensive experience assisting cities in Southern California with the execution of general fund financings, enterprise fund financings, and other economic development assignments. All of the assigned personnel are licensed Series 50 municipal advisors, which includes an ability to practice in California. The firm does not intend to utilize any contractors during the term of our engagement.

UFI Team – Municipal Advisory Team Biographies

Municipal Advisory

Michael Busch, Chief Strategy Officer| (714) 923-3541



Role: Strategy/ Engagement Lead

Experience: Michael is a seasoned municipal executive and public finance professional with 30 years in public finance with the last 18 years at Urban Futures, Inc. (UFI), where he served as owner and Chief Executive Officer before becoming Chief Strategy Officer. His career includes senior leadership roles as Assistant City Manager, Finance Director, and founding member of the California Utility Executive Management Association (CUEMA) guiding public agencies with strategic fiscal management and operational leadership. Michael has advised cities, special districts, and nonprofits across California, helping them identify emerging trends, navigate complex policy issues, share best practices, and advance their missions through sound fiscal and economic strategies. Over his career, he has structured and managed more than $5 billion in tax-exempt and taxable debt, including lease revenue bonds/COPs, water and wastewater revenue bonds, pension obligation bonds, tax allocation bonds, CFD and assessment district bonds, and New Market Tax Credits. Recognized for linking prudent fiscal policies with economic development objectives, Michael has helped deliver numerous high-priority projects for communities statewide. His current and recent clients include the Cities of Beaumont, Pomona, Eastvale, Ontario, San Jacinto, Oceanside, Azusa/Azusa Light and Water, Lake Elsinore, and Menifee.

Branden Kfoury, Director | (714) 923-3560



Role: Transaction Manager/Day-to-day coverage
Office Location: Southern California
Experience: Branden Kfoury joined Urban Futures in 2019. He has worked on a variety of debt offerings for cities and special districts in California including, but not limited to utility revenue bonds, general obligation bonds, lease revenue bonds, CFD and assessment district bonds, as well as tax allocation bonds. Mr. Kfoury has extensive experience in all aspects of the bond financing process and excels at providing value-added debt structuring, credit and quantitative analysis. Since joining UFI, Mr. Kfoury has assisted with financing and consulting assignments for the Cities of Encinitas, Ontario, Oceanside, Azusa, Fullerton, Pasadena, and Menifee. Previously, Mr. Kfoury worked as a Senior Associate at Fieldman, Rolapp & Associates where he supported the firm's city and special district clients. Mr. Kfoury has held prior roles in public finance investment banking, bond insurance, as well as in the technology industry. Mr. Kfoury passed the CFA Level I exam in May 2025.

PMG Group – Financial Forecasting/Consulting Services

James P. Morris, Managing Director



Role: PMG Financial Forecasting/Consulting Lead
Office Location: Southern California
Experience: Jim Morris has over twenty years of experience working in the fields of financial analysis, municipal law and public agency governance. He specializes in assisting cities and special districts in the areas of long-term forecasting, fiscal stabilization and financial sustainability planning. His recent engagements include engagements for the Cities of Alameda, Culver City, Pomona and South San Francisco. Prior to joining UFI, Jim worked with the City of San Bernardino where he was tasked with successfully winding-down San Bernardino's former redevelopment agency, acknowledged as one of the most complex redevelopment dissolutions in the State of California. He was also a key advisor and strategist for the city's bankruptcy team on various organizational and fiscal restructuring matters, and drafted the strategic plan component for San Bernardino's municipal bankruptcy plan of adjustment. Jim began his professional career as a public law attorney with Best & Krieger LLP, where he served as Assistant City Attorney for the cities of Corona and Ontario, and General Counsel for Western Municipal Water District. He is a graduate of Dartmouth College and received both a Juris Doctorate and Master of Urban Planning from UCLA.

Series 54 Representative

Wing-See Fox, Managing Director | (650) 503-1500



Role: Series 54 Principal
Office Location: Northern California
Experience: Wing-See Fox is the Series 54 Municipal Advisor Principal of UFI and leads the Public Finance Group. Wing-See has over a decade of experience in the fields of municipal advising, public finance, and municipal securities. She has worked on over $3 billion in municipal debt offerings for various credits, including general obligation bonds for cities and special districts. Wing-See focuses on California cities and excels in transaction management, credit analysis, developing funding alternatives, and structuring bond transactions to meet the needs of the issuer while maximizing credit strength and marketability to investors. Prior to joining UFI in 2017, Wing-See worked as a public finance investment banker. She is an active member of the Northern California Chapters of Women in Public Finance (WIP) and Asian Americans in Public Finance (AAPF) as well as CSMFO. Wing-See received an MBA from Columbia Business School, MSW from Columbia University School of Social Work, and BA from Stanford University. Her current and recent clients include the Cities of Victorville, Oceanside, Goleta, Watsonville, Cosumnes CSD, Atascadero, and Manteca.

D. Disclosure

Please disclose any and all past or current business and personal relationships with any current Banning elected official, appointed official, City employee, or family member of any current Banning elected official, appointed official, or City employee. Any past or current business relationship may not disqualify the firm from consideration.

UFI has previously been engaged by the City of Banning to provide municipal financial consulting services as well as municipal advisory services on prior bond issues. Other than prior professional engagements, UFI does not have any past, current or ongoing business or personal relationships with any current Banning elected official, appointed official, City employee, or any family member of such individuals.

E. Experience and References

The Proposal must demonstrate that the Company, or its key personnel, meets the minimum experience requirement in #Prerequisites with a legally registered business name, that provides services of a similar type and scope as described in the Scope of Services. A Company shall not have filed for bankruptcy under any business name over the past five (5) years.

Statement Regarding Experience Requirements

UFI confirms that it meets the minimum experience requirements in the Prerequisites section of the RFP. UFI has been in business for over 53 years, and each of the advisors assigned to the City's account has over 10 years experience serving public agencies. Michael Busch, who will serve as the lead on this engagement has over 30 years experience. UFI has operated under the same business name since 1972, is legally registered to conduct municipal advisory business, and has never filed for bankruptcy in its history.

Relevant and Sector-Specific Experience. As the #1 ranked municipal advisory firm in California by number of deals (Source: SDC), UFI typically completes 100+ financings annually. In fact, since January 1, 2020, UFI has assisted California municipal clients in the completion of 674 bond transactions, more than any other firm. Our frequent market participation provides clients with real-time insight into financing structures, pricing, and market conditions.

Top Municipal Advisors for CA Municipal Bonds (January 1, 2020 - Present)

Rank	Firm	No. of Issues
1	**Urban Futures Inc**	**674**
2	Fieldman Rolapp & Associates	528
3	KNN Public Finance	389
4	PFM Financial Advisors LLC	314
5	Public Resources Advisory Group	219

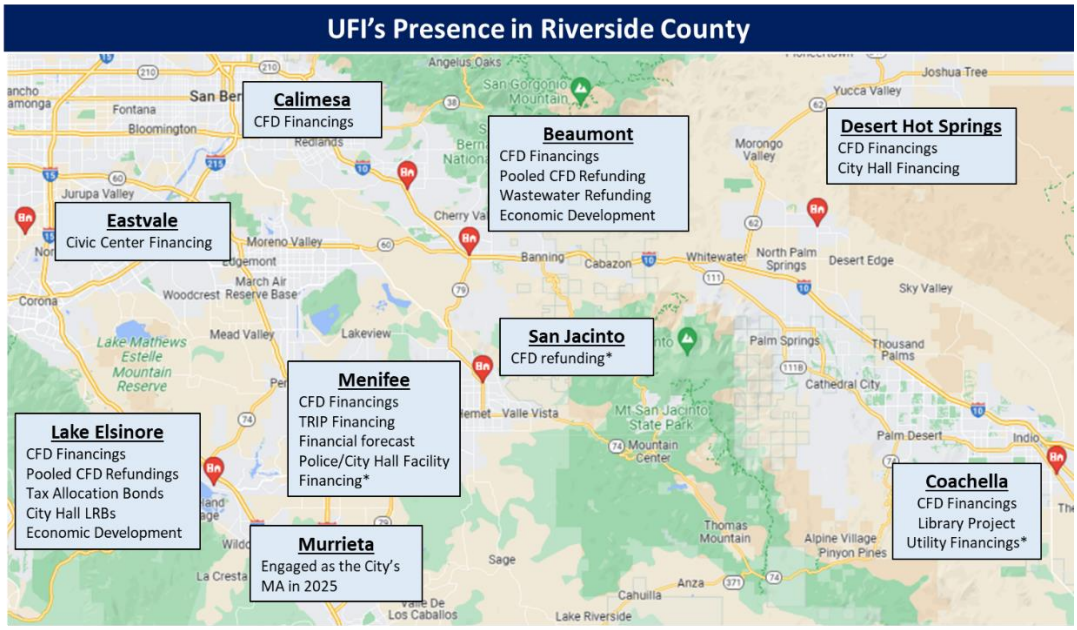
Source: SDC Platinum (Thomson Reuters)

As noted, no other municipal advisor firm has more experience advising the City of Banning than UFI. ***Over the past 23 years, we have served as the City's municipal advisor on over $137 million of transactions*** across the City's water, wastewater and electric credits as well as the Successor Agency TABs, as noted in the table below.

UFI's Municipal Advisory Experience with the City of Banning

Issuer	Bond Issue	Sale Date	Par Amount
Banning Utility Authority	2019 Ref RBs (Wastewater)	10/24/2019	$4,020,000
Successor Agency to the Banning RDA	2016 Ref TABs	9/22/2016	32,255,000
Banning Utility Authority	2015 Imp Ref RBs (Water)	8/19/2015	25,365,000
Banning Financing Authority	2015 Ref RBs (Electric)	8/19/2015	31,755,000
Banning Community RDA	2007 TABs	5/24/2007	29,965,000
Banning Community RDA	2003 Ref TABs	12/23/2003	14,095,000
		Total	**$137,455,000**

Beyond our work with the City, UFI is highly active in the surrounding region. Within Riverside County alone, we have executed over $750 million in financing transactions since 2018. UFI has developed a deep understanding of the regional economic landscape through our advisory roles with numerous neighboring jurisdictions, including the Cities of Beaumont, Menifee, Lake Elsinore, Eastvale, Coachella, and Desert Hot Springs, as illustrated on the map below. Most recently, we were engaged by the City of Murrieta as municipal advisor via a competitive RFP process. In neighboring San Bernardino County, we work closely with the City of Ontario, assisting with the issuance of lease revenue bonds, water utility and CFD special tax financings. This extensive local experience directly informs our approach, enabling UFI to deliver tailored, value-added solutions that reflect each city's unique priorities and fiscal landscape.



*Current/ongoing engagements

Within the utilities sector, the assigned team has broad experience assisting issuers across California with water and wastewater-related financings, as well as strategic advisory assignments. Since January 1, 2020, UFI has served on municipal advisor on approximately $496 million of water and sewer transactions in the State (Source: CDIAC). We regularly engage with clients on new money and refunding transactions, and assist with issuers with capital planning, often participating in the rate study process to verify financing assumptions. Our current and recent utility financings include engagements for the Cities of **Monterey Park, Beaumont, Victorville, Ontario, Santa Ana, Coachella, Culver City** and **Covina, Diablo Water District, Rowland Water District, Walnut Valley Water District,** and the **Water Replenishment District of Southern California**.

We have provided below some examples of specific project experience that we believe best underscore our range of capabilities. ***It is worth noting that all of the projects below were completed by staff assigned to the City's account.***

City of Beaumont – UFI was engaged by the City of Beaumont in the wake of officials discovering financial mismanagement and fraud that masked a multimillion-dollar structural operating deficit. Less than two years after emerging from the SEC investigation, UFI was engaged by the City to serve as financial advisor on its first rated bond transaction, the 2018 Wastewater Revenue Bonds, which were issued to fund construction of a new Wastewater Plant, requiring $90 million of financing. UFI advised the City on key bond covenants and structuring options in order to strengthen the credit while maintaining flexibility for the City. As this was essentially a brand-new credit, the presentation to the rating agency and obtaining bond insurance were crucial to the financing. UFI took the lead in developing a credit story for in-person presentations to S&P, Assured Guaranty, and Build America Mutual, which involved walking them through how the new City Council and new City management had meticulously implemented new policies and financial control systems to build transparency and fiscal sustainability (in addition to addressing S&P's rating criteria for wastewater revenue bonds). The City ultimately achieved an "A+" rating, along with very aggressive insurance and surety bids from both Assured Guaranty and Build America Mutual, and was able to lock in a very low all-in fixed borrowing rate of 3.95%.

Earlier in 2025, UFI advised the City on its $71.8 million Wastewater Revenue Bonds, Series 2025A, which refunded the 2018 Bonds and funded capital projects. UFI worked closely with the City's financing team to secure a credit upgrade to "AA-," reflecting the City's fiscal discipline and improved financial health. In response to volatile market

conditions, UFI recommended a flexible and proactive approach to the refunding. The bond documents were brought for City Council approval in June 2025, credit rating and insurance bids were secured, and the Preliminary Official Statement was posted on June 24. NPV savings remained slightly below 3% for several weeks as the transaction evolved day-to-day, with UFI coordinating closely with the City and underwriter on market updates and timing.

Starting in early August, interest rates began to decline due to a cooling job market and the increased probability of a Fed rate cut in September. On the morning of August 4, the underwriter opened the order period, receiving $205 million in orders, a 2.9x oversubscription. The transaction achieved 3.31% NPV savings, roughly $2.4 million. The City utilized the cash flow savings to issue $2.3 million of new money bonds to fund capital projects.

City of Lake Elsinore – UFI has served as municipal advisor to the City of Lake Elsinore since 2014. During that time, UFI has provided Municipal Advisory Services to the City on approximately $287 million of land secured financings, lease revenue bonds, tax allocation bonds, and private placements.

UFI recently advised the City on two new money CFD transactions that priced in December 2025 and January 2026. Both transactions priced extremely well receiving strong demand from retail investors. In addition, in 2025, we advised the City on a $77.58 million Marks Roos pooled CFD to refund 9 underlying CFDs. The bonds received a very strong "A+" rating from Standard & Poor's and secured an attractive bond insurance bid from AGM, which included a 100% surety. The transaction priced in May 2025 and achieved strong results, generating 6.74% NPV savings. As a result, the financing provided approximately $11 million in new-money proceeds for capital improvements within the District and will allow the City to reduce special taxes for CFD residents.

In 2022, UFI served as the municipal advisor on the City's issuance of $23.7 million of lease revenue bonds to finance construction costs of a new City Hall, which will further enhance the City's historic downtown and house City Council chambers, administrative office space, multi-purpose and retail space, and outdoor amenities with connection to the existing City Hall building. UFI worked with the City to explore various funding options and ultimately it was decided that issuing lease revenue bonds was the optimal method of financing. Because of inflationary fears as well as expected increases in interest rates, the City accelerated the financing. UFI worked expeditiously to put together a financing schedule and coordinate next steps. On 6/1, S&P upgraded the City's lease revenue bonds to "A+" from "A" as a result of the City's consistent economic growth and strong reserve levels. The lease revenue bonds closed in June 2022 at a favorable true interest cost of 4.57%. The timing of the transaction proved to be advantageous to the City, as yields rose by as much as 150 basis points across the curve in the following months.

City of South San Francisco – Through a competitive RFP process, the City of South San Francisco selected UFI to provide General Fund revenue enhancement analysis and recommendations to the City Council. In 2019, UFI developed a long-term financial forecast model for the City, assessed the City's long-term financial position and evaluated the fiscal impact and pros/cons of various recessionary scenarios. We then worked with the City's various departments to identify financial issues, identify priorities, develop potential recession actions and strategies, and build estimated savings from the recession strategies into the forecast model. The engagement culminated in developing a Fiscal Sustainability Plan.

In early 2025, UFI was selected by the City to assist in analyzing and making recommendations on revenue enhancement options to fill a projected General Fund structural deficit of $14 million. Our evaluation included Sales Tax (which would require special legislation since the City was already at its cap), Parcel Tax, Utility Users Tax, and Real Property Transfer Tax (which would require the City to become a Charter City). UFI met with the City Manager, Assistant City Manager, and Finance Director weekly over the course of two months, and the project culminated in presenting to the Budget Subcommittee and then the full City Council our recommended ranking of revenue measures for the City to further pursue.

Victorville Municipal Utilities Services Electric Revenue Bonds - In 2022, UFI served as the municipal advisor to the City of Victorville on its inaugural issuance of $46.7 million tax-exempt and taxable electric revenue bonds to refund outstanding variable rate debt and fund capital projects. The outstanding bonds associated with the electric system were issued on the City's general fund credit, and the encumbered leased assets constituted most of the City's public facilities. The City's electric system has sufficient liquidity and revenues to pay debt service; however, its customer base is small and highly concentrated. Given the storied credit, UFI recommended a confidential Rating Evaluation Service with S&P through which we presented two scenarios: 1) a standard net revenue pledge of the electric system; 2) a net revenue pledge of the electric system plus, if there is a draw on the Debt Service Reserve Fund, a covenant for City management to request the City Council budget and appropriate from any available funds of the City to replenish the DSRF. **UFI structured the second scenario to boost the credit of the electric revenue bonds without the need for the City to encumber leased assets and without any recourse to the City if it chose not to appropriate General Fund moneys. S&P indicated that the first scenario would result in a BBB- rating while the second scenario would result in an A- rating, a 3-notch difference.** The City proceeded with the second structure, and despite a highly volatile market in May 2022, the bonds attracted sufficient investor interest for all bonds to be subscribed for, and the City was able to achieve its objective of securing attractive fixed-rate financing without a General Fund security pledge.

o Company shall provide at least 3 references, within the past 5 years, of clients for whom services have been performed that are comparable in quality and scope to that specified in this RFP. The references shall include client names, addresses, telephone numbers and e-mail addresses of the clients for whom prior work was performed and include an explanation of the services provided along with project start and end dates.

We encourage you to contact any of our recent clients listed below to discuss their experience and satisfaction with UFI. We have provided contact information for three references below.

City of Beaumont
Gustavo J. Romo, Interim City Manager
Phone: (951) 572-3212 x306
550 E 6th St, Beaumont, CA
Services provided: MA services for Wastewater Revenue Bonds, CFD transactions; financial forecast, police station debt analysis, Workout Plan leading to financial turnaround, Budget development and support, Economic Development assistance
Dates of Service: 2015 – Present
Most recent engagement: Pooled CFD new money and refunding; wastewater revenue refunding bonds

City of Pomona
Andrew Mowbray, Finance Director/City Treasurer
Tel: (909) 620-2353; E-mail: Andrew.Mowbray@pomonaca.gov
505 South Garey Avenue, Pomona, California 91766
Services provided: Budget Forecast Modeling, Revenue Measure Analysis Leading to a Sale Tax Measure, MA Services on various bond issues (including utility enterprises), Continued services regarding financial resource/ services balancing
Dates of Service:2016 - Present
Most recent engagements: Financial Forecast, Financial Impact Analysis of the Children and Youth Fund (Measure Y ,Redevelopment Pass-Through Deferral Agreement Negotiations / Strategy with Los Angeles County

City of Lake Elsinore
Jason Simpson, City Manager
Phone: (951) 674-3124 Ext. 211
130 S. Main Street, Lake Elsinore, CA
Services provided: MA services for LRBs, CFD and TABs, and multiple pooled CFD refundings; Financial forecasting, Affordable Housing/AB 341 analysis, Economic Development, EIFD, Pension Study
Dates of Service: 2014 – Present
Most recent engagement: New money CFDs; pooled CFD refunding

V.C Price Proposal*

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.
In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

Our pricing proposal has been provided under separate cover in accordance with the RFP submission instructions.

V.D Value Added Services

We have included a discussion of our value added services in Section A above.

V.E Evidence of Insurance*

Our insurance certificates are enclosed with the RFP submission.

Appendix A: Professional Resumes – UFI Team Members



MICHAEL BUSCH

Chief Strategy Officer

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
TEL: (714) 923-3541
mbusch@ufi.us

EDUCATION
M.P.A. – Finance and Public Works
Cal State University, Long Beach

B. A., Urban and Regional Planning
Cal State Polytechnic University, Pomona

PROFESSIONAL AFFILIATIONS
Innovating Commerce Serving Communities (ICSC)
California Society of Municipal Finance Officers (CSMFO)
Past President – Municipal Management Association of Southern California (MMASC)
Past Chair – Cal-ICMA

Profile
Michael Busch is a seasoned municipal executive and public finance professional with 30 years in public finance with the last 18 years at Urban Futures, Inc. (UFI), where he served as owner and Chief Executive Officer before becoming Chief Strategy Officer. His career includes senior leadership roles as Assistant City Manager, Finance Director, and founding member of the California Utility Executive Management Association (CUEMA) guiding public agencies with strategic fiscal management and operational leadership. Michael has advised cities, special districts, and nonprofits across California, helping them identify emerging trends, navigate complex policy issues, share best practices, and advance their missions through sound fiscal and economic strategies. Over his career, he has structured and managed more than $5 billion in tax-exempt and taxable debt, including lease revenue bonds/COPs, water and wastewater revenue bonds, pension obligation bonds, tax allocation bonds, CFD and assessment district bonds, and New Market Tax Credits. Recognized for linking prudent fiscal policies with economic development objectives, Michael has helped deliver numerous high-priority projects for communities statewide.

Select Experience
- City of Lake Elsinore – Economic development projects, CFD Bonds, Tax Allocation Bonds
- City of Beaumont – CFD Bonds, Wastewater Bonds
- City of Pomona – Various bond issues, Redevelopment Pass-Through Deferral Agreement Negotiations / Strategy with Los Angeles County
- City of Ontario – CFD Bonds, Lease Revenue Bonds, Water Revenue Bonds, Private Activity Financing
- Desert Hot Springs 2022 Lease Revenue Bonds (City Hall and Police Station Expansion Project)
- City of Eastvale - 2025 Lease Revenue Bonds



BRANDEN KFOURY

Director

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
Tel: (714) 923-3560
bkfoury@ufi.us

EDUCATION
BS, Finance
New York University

PROFESSIONAL AFFILIATIONS
California Society of Municipal Finance Officers (CSMFO)

Profile

Branden Kfoury joined Urban Futures in 2019. He has worked on a variety of debt offerings for cities and special districts in California including, but not limited to utility revenue bonds, general obligation bonds, lease revenue bonds, CFD and assessment district bonds, as well as tax allocation bonds. Mr. Kfoury has extensive experience in all aspects of the bond financing process and excels at providing value-added debt structuring, credit and quantitative analysis. Previously, Mr. Kfoury worked as a Senior Associate at Fieldman, Rolapp & Associates where he supported the firm's city and special district clients. Mr. Kfoury has held prior roles in public finance investment banking, bond insurance, as well as in the technology industry. He graduated Cum Laude from New York University with a Bachelor of Science degree in Finance and a minor in Politics.

Relevant Project Experience

- City of Encinitas – Lease Revenue Bonds
- City of Pasadena – General Obligation Bonds (Historic Library Renovation Project)
- City of Fullerton – CFD Refundings, tax allocation bonds, and CFD Formation
- City of Oceanside – Pooled CFD Refunding
- Walnut Valley Water District – Water Revenue Bonds
- City of Santa Ana – Water Revenue Bonds



WING-SEE FOX

Managing Director

CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
TEL: (650) 503-1500
wfox@ufi.us

EDUCATION

MBA
Columbia Business School

MSW
Columbia University School of Social Work

BA, Psychology
Stanford University

PROFESSIONAL AFFILIATIONS

Women in Public Finance (WIP)
Asian Americans in Public Finance (AAPF)
California Society of Municipal Finance Officers (CSMFO) Communications Committee
Class of 2015 LeaderSpring Fellow

Profile

Wing-See Fox is the Series 54 Municipal Advisor Principal of UFI and leads the Public Finance Group. Wing-See has over a decade of experience in the fields of municipal advising, public finance, and municipal securities. She has worked on over $3 billion in municipal debt offerings for cities and special districts in California including lease revenue bonds and certificates of participation. She has recently executed lease transactions for the Cities of Claremont, South San Francisco, Orange, Atherton, the Town of Apple Valley and Cosumnes Community Services District. Wing-See excels in gaining a thorough understanding of credits, validating assumptions in financial projections, and structuring bond transactions to meet the needs of the issuer while maximizing credit strength and marketability to investors. She has extensive experience developing credit presentations geared towards the criteria of rating agencies in order to achieve the highest possible ratings. Prior to becoming a municipal advisor, Wing-See was a public finance investment banker, having worked at Raymond James Public Finance in San Francisco and UBS Investment Bank in New York.

Select Project Experience

- City of Manteca – CFD Bonds
- City of Alameda –CFD Bonds
- City of Goleta –Lease Revenue Bonds & Transportation Sales Tax Bonds
- Cosumnes Community Services District – Certificates of Participation
- City of South San Francisco – Lease Revenue Bonds
- City of Pismo Beach –Lease Revenue Bonds (Public Safety Facility Project)



CONTACT
1470 Maria Lane, Suite 315,
Walnut Creek, CA 94596
Tel: (714) 923-3542
jmorris@ufi.us

EDUCATION
Juris Doctorate and Master of Urban Planning
UCLA

Bachelors Degree
Dartmouth College

JAMES MORRIS

Managing Director

Jim Morris has over twenty-five years of experience working in the fields of financial analysis, municipal law and public agency governance. Jim specializes in assisting cities and special districts in the areas of long-term forecasting, financial sustainability and comprehensive fiscal assessments. His recent engagements include financial forecast models for numerous municipal clients, preparing fiscal sustainability plans, and developing comprehensive fiscal assessments. Jim also has responsibility for managing and guiding UFI's Analytics and Compliance practice group which includes continuing disclosure, arbitrage rebate, and CDIAC reporting compliance for municipal issuers. Prior to joining UFI, Jim worked with the City of San Bernardino where he was tasked with successfully winding-down San Bernardino's former redevelopment agency ($28+ million annual budget and $275+ million in debt and obligations), and he was a key advisor and strategist for the city's bankruptcy team. Jim began his professional career as a public law attorney with Best Best & Krieger, where he served as Assistant City Attorney for the cities of Corona and Ontario, and General Counsel for Western Municipal Water District. Jim is a graduate of Dartmouth College and received both a Juris Doctorate and Master of Urban Planning from UCLA.

Select Project Experience

- City of Pomona
- City of South San Francisco
- City of Culver City
- City of Ontario
- City of Alameda
- City of Colton
- City of Corona

Appendix B: Regulatory Disclosure

Conflicts of Interest and Other Matters Requiring Disclosures. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-42, on Duties of Non-Solicitor Municipal Advisors, Municipal Advisors are required to make certain written disclosures to clients which include, amongst other things, Conflicts of Interest and any Legal or Disciplinary events of Urban Futures, Inc. (UFI) and its associated persons.

The following are potential conflicts of interest to be considered.

- UFI represents that in connection with the issuance of municipal securities, UFI may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, UFI hereby discloses, that such contingent and/or transactional compensation may present a potential conflict of interest regarding UFI' ability to provide unbiased advice to enter into such transaction. The contingent fee arrangement creates an incentive for UFI to recommend unnecessary financings or financings that are disadvantageous to the client, or to advise the client to increase the size of the issue. This potential conflict of interest will not impair UFI's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the client;
- UFI fees under this potential agreement may be based on hourly fees of UFI's personnel, with the aggregate amount equaling the number of hours worked by such personnel times an agreed-upon hourly billing rate. This form of compensation presents a potential conflict of interest because it could create an incentive for UFI to recommend alternatives that would result in more hours worked. This conflict of interest will not impair UFI's ability to render unbiased and competent advice or to fulfill its fiduciary duty to its clients;
- UFI's fees under this potential agreement, may be a fixed amount established at the outset of the Agreement. The amount is usually based upon an analysis by the client and UFI of, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by UFI. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, UFI may suffer a loss; Thus, UFI may recommend less time-consuming alternatives, or fail to do a thorough analysis of alternatives. This conflict of interest will not impair UFI's ability to render unbiased and competent advice or to fulfill its fiduciary duty to the client;
- The fee paid to UFI increases the cost of investment to client. The increased cost occurs from compensating UFI for municipal advisory services provided.
- UFI serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another UFI client. For example, UFI serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients; These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, UFI could potentially face a conflict of interest arising from these competing client interests. UFI fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients;
- UFI does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by UFI;
- UFI has not made any payments directly or indirectly to obtain or retain its clients municipal advisory business;
- UFI has not received any payments from third parties to enlist UFI's recommendation to its clients of its services, any municipal securities transaction or any municipal finance product;
- UFI has not engaged in any fee-splitting arrangements involving UFI and any provider of investments or services to its clients;
- UFI does not have any legal or disciplinary event that is material to its clients evaluation of the municipal advisory or the integrity of its management or advisory personnel;

- UFI does not act as principal in any of the transaction(s) related to this Agreement;
- Certain employees of Urban Futures, Inc. hold ownership interests in and serve as directors of California Municipal Statistics, Inc., a company that provides information services for municipal bond offerings and ongoing disclosures. These roles may result in financial or other benefits to those employees or the company. Urban Futures, Inc. maintains policies and procedures to manage any potential conflicts of interest and to ensure that our advice to clients remains objective, impartial, and in the best interests of our clients, consistent with our fiduciary duty.

Legal Events and Disciplinary History. UFI does not have any legal events and disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Town may electronically access UFI's the most recent Form MA and each most recent Form MA-I filed with the Commission at the following website: www.sec.gov/edgar/searchedgar/companysearch.html. There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC.

City of Banning

Cost Proposal for
Municipal Advisory Services
RFP-25-123

Urban Futures, Inc.
February 12, 2026



UFI Financial Solutions

Public Finance | Public Management |Analytics & Compliance

All proposals submitted shall have a stated dollar bid amount for providing the services outlined in the Scope of Services. The total shall be an all-inclusive maximum price and to contain all direct and indirect costs including all out-of-pocket expenses with a full and complete breakdown of all said costs, and proposed fees including but not limited to hourly rates, reimbursable expenses and/or rates, mileage and/or travel cost, miscellaneous fees, etc., for the first year's audit engagement.
In addition, a statement must be included in this section that if the proposer is charging travel costs, the proposer's charges invoiced to the City for travel, lodging and subsistence shall not exceed the current IRS rates.

Municipal Advisory Services

For municipal advisory financing assignments, UFI proposes the following fees based on financing type. Our fees for municipal advisory services are contingent upon closing and exclusive of out-of-pocket expenses such as travel, data recovery, third party data fees, and internal compliance requirements. Out-of-pocket expenses will not exceed $2,500 on any transaction. Any reimbursable travel, lodging, and subsistence expenses will be billed in accordance with current IRS reimbursement rates.

UFI's Proposed Municipal Advisory Fees	
Bond Type	**Fee**
Water/Sewer/Electric Enterprise	$45,000
General Fund Leases/COPs	$40,000
CFD Bond Issues	$40,000
Tax Allocation Bonds	$40,000
Private Placements	$35,000

Financial Forecasting/Other Hourly Assignments

We understand the City has recently implemented utility rate increases intended to restore investment-grade credit ratings. As a result, there may be additional preparatory work required in advance of any utility financings that falls outside the traditional scope of municipal advisory services. For these types of assignments, along with other special projects requested by the City, including CFD formations, capital improvement funding planning, and the development of funding options and recommendations, UFI proposes an hourly rate of **$275**. This rate is consistent with our current agreement with the City for financial forecasting services.

Regulatory Disclosure

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- The fee paid to UFI increases the cost of investment to client. The increased cost occurs from compensating UFI for municipal advisory services provided.
- UFI serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another UFI client. For example, UFI serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients; These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, UFI could potentially face a conflict of interest arising from these competing client interests. UFI fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with its clients;
- UFI does not have any affiliate that provides any advice, service, or product to or on behalf of the client that is directly or indirectly related to the municipal advisory activities to be performed by UFI;
- UFI has not made any payments directly or indirectly to obtain or retain its clients municipal advisory business;
- UFI has not received any payments from third parties to enlist UFI's recommendation to its clients of its services, any municipal securities transaction or any municipal finance product;
- UFI has not engaged in any fee-splitting arrangements involving UFI and any provider of investments or services to its clients;
- UFI does not have any legal or disciplinary event that is material to its clients evaluation of the municipal advisory or the integrity of its management or advisory personnel;
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- Certain employees of Urban Futures, Inc. hold ownership interests in and serve as directors of California Municipal Statistics, Inc., a company that provides information services for municipal bond offerings

and ongoing disclosures. These roles may result in financial or other benefits to those employees or the company. Urban Futures, Inc. maintains policies and procedures to manage any potential conflicts of interest and to ensure that our advice to clients remains objective, impartial, and in the best interests of our clients, consistent with our fiduciary duty.

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RESOLUTION 2025-161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT WITH URBAN FUTURES, INC. FOR FINANCIAL AND FINANCIAL FORECASTING SERVICES

WHEREAS, the City of Banning ("City") requires ongoing professional financial advisory services, including financial forecasting, budget analysis, and review of major projects with significant fiscal impact; and

WHEREAS, Urban Futures, Inc., a California corporation ("Consultant"), has been providing the City with professional financial services, including financial analysis and strategic guidance related to development projects and long-range fiscal planning; and

WHEREAS, the City desires to continue utilizing the services of Consultant to provide financial and financial forecasting services, including advisory support related to the financial components of the proposed airport development and other fiscal matters as needed; and

WHEREAS, City staff have prepared a Professional Services Agreement with Urban Futures, Inc., outlining the scope of services, compensation terms, and contract conditions; and

WHEREAS, Under the City's procurement policy, Emergencies are defined as those situations where the safety and/or welfare of City residents or employees is at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City. When due to the nature of the emergency, it is not possible or it is impractical to follow competitive bidding requirements, these requirements may be waived, by the City Manager or his designee. The policy further provides that Emergency situations include those where the welfare of the City residents are at stake and/or immediate purchasing action is required to prevent serious economic or other hardship to the City; requires a timely decision that must be made to prevent loss of life, damage to property or facilities, or to mitigate an imminent threat to public health, welfare, or safety. The City Manager has determined that this contract falls within the above emergency exception to the purchasing policy and that Urban Futures and Mr. Busch possess unique experience and expertise to assist the City with overcoming current challenges.

WHEREAS, under the terms of the Agreement, Consultant shall provide services at an hourly rate of **$275.00**, with a total not-to-exceed amount of $100,000.00, and both parties retain the right to terminate the Agreement, with or without cause, upon thirty (30) days' written notice.

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

SECTION 1. The City Council hereby finds that the Professional Services Agreement with Urban Futures, Inc. falls within the above exception to the purchasing policy and approves the

Professional Services Agreement for financial and financial forecasting services in an amount not-to-exceed $100,000.00 for a one-year term, with any amendments or extensions subject to future City Council approval.

SECTION 2. The City Council authorizes the City Manager to execute the Professional Services Agreement and make non-substantive changes to the Agreement, as necessary, to carry out the intent of this Resolution.

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

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

PASSED, APPROVED, AND ADOPTED this 12th day of November 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-161, has duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 12th day of November, 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

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

EXHIBIT A
PROFESSIONAL SERVICES AGREEMENT

(Attached Below)

AGREEMENT FOR PROFESSIONAL SERVICES FOR FINANCIAL AND FINANCIAL FORECASTING SERVICES BY AND BETWEEN CITY OF BANNING AND URBAN FUTURES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: November 12, 2025, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Urban Futures, Inc., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City desires to contract with Consultant to provide consulting services including: financial forecasting services; advising the City in connection with financial components of the proposed airport development in addition to assisting City staff and Council on an as needed basis with other financial consulting services and as further defined and described particularly in Article 1 of this Agreement.

B. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

C. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes **Exhibit A** ("Scope of Services") and **Exhibit B** ("Contract Documents") which shall also constitute a part of this Agreement and are incorporated into this Agreement by this reference.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold

payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.11 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Michael Busch	Chief Strategy Officer

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.12 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.13 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.14 Debarment or Suspension.

Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the

debarment of contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rate of Two-Hundred Seventy Five Dollars ($275.00). In no event shall Consultant be paid more than One-Hundred Thousand Dollars ($100,000.00)(the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all meetings reasonably deemed necessary by City.

2.2 Reimbursable Expenses.

City shall reimburse Consultant for actual and necessary expenses. Reimbursable expenses may include reimbursement for actual and necessary expenditures for travel expenses approved by the Contract Officer in advance.

2.3 Invoices.

Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.4 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.3 Term.

The Term of this Agreement shall be from the Effective Date and shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.2 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $2,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $4,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its

managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured

retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited

by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is

disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City and Consultant shall have the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of Consultant or City, the period of notice may be a shorter time as may be determined by the Contract Officer of City or Consultant's Representative. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Contract Documents or such as may be approved by the Contract Officer, except as provided in Section 6.3.

In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services

under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City

City Manager
City of Banning
99 East Ramsey Street
Banning, California 92220

With a courtesy copy to:	John Pinkney, Acting City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com
If to Consultant:	Attn: Michael Busch Chief Strategy Officer Urban Futures, Inc. 1470 Maria Lane, STE 315 Walnut Creek, CA, 94596 Email: michaelb@urbanfuturesinc.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

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

8.5 Severability.

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

8.6 Mutual Cooperation.

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

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

8.7 No Third Party Beneficiaries Intended.

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

8.8 Final Payment Acceptance Constitutes Release.

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

8.9 Non-Appropriation of Funds.

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

8.10 Headings.

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

8.11 Word Usage.

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

8.12 Business Days.

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

8.13 Corporate Authority.

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

8.14 Electronic Signatures.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BANNING

Arturo Vela, Date
Interim City Manager

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

ATTEST:

Sandra Calderon 11/12/25
Sandra Calderon Date
Acting Administrative City Clerk

Tax ID No.

Address:

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

11/12/25
John Pinkney Date
City Attorney

City Council Approval: 11/12/2025

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

EXHIBIT "A"
SCOPE OF SERVICES

Consultant will provide consulting services including: financial forecasting services; advising the City in connection with financial components of the proposed airport development in addition to assisting City staff and Council on an as needed basis with other financial consulting services.

EXHIBIT "B"
CONTRACT DOCUMENTS

Compensation:

$275.00 Per Hour

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-43, Approving an Agreement with Pyro Spectaculars, Inc. for Production of the Fourth of July Aerial Fireworks Display**

RECOMMENDATION:

Adopt Resolution 2026-43

BACKGROUND:

For over a dozen years, the City of Banning has offered an annual July 4th Celebration including vendors, music, kids and family activities as well as a stunning aerial fireworks display. It has become a well-known, highly supported community event.

Last year's event had an estimated 2,500 people in attendance at Nicolet Middle School and thousands of other community members watching the fireworks show from their home, local parks, and adjacent neighborhoods. The feedback from the community was that the event was a beneficial and well-liked event that brought the community together.

July 4th, 2026 represents the 250th anniversary of the United States and as part of the event this year, the Playhouse Bowl Association has requested to partner with the City by securing a band for the event. The Playhouse Bowl Association is paying the additional costs associated with the band.

Pyro Spectaculars, Inc., is one of the premier pyrotechnic show providers in the nation, providing most of the aerial fireworks shows on July 4th in California and throughout the United States. As a returning customer, Pyro Spectacular, Inc. offers a significant discount to the City of Banning and is able to guarantee an operator for the annual event. Staff inquired with Pyro Spectaculars, Inc. as to securing the best pricing for an aerial fireworks show and received a quote of $37,000. This fee includes a $3,000 increase over last year's show price. This higher price has come about due to many increases that can be seen throughout the supply chain including insurance costs, shipping and labor costs.

In the past, the City has struggled to secure additional bids either informally or formally through the RFP process. Pyro Spectaculars, Inc., has a waiting list of new customers that if they were given an opportunity of a show, would be required to pay a minimum of $50,000 for a show. Customers that cancel annual shows and choose to return in subsequent years will have to be added to a waiting list and no longer be offered the returning customer discount. Additionally, there is a substantial shortage of operators for fireworks shows and Pyro-Spectaculars is unable to accommodate all requesting cities and organizations.

Our neighbor, the City of Beaumont, lost their operator and was unable to bring back Pyro Spectaculars,

Inc the following year. Beaumont issued an RFP and did not receive any responses for a July 4th show. Through an informal process, they were able to secure another vendor at a significant increase in price of more than double their cost for previous aerial fireworks shows. For 2026, the City of Beaumont's budget for their July 4th event is at $100,000.

If the production agreement is approved and executed, the City of Banning will pay 50% or $18,500 by April 15th and the remaining 50%, or $18.500 in June.

JUSTIFICATION:

Providing a July 4th event and including the aerial fireworks display provides a tremendous community benefit with thousands in attendance at the facility. Considerably more watch the fireworks show in adjacent neighborhoods, parks and throughout Banning. Pyro Spectaculars, Inc. has performed over a dozen July 4th shows in Banning and proven themselves to deliver an exciting and safe show for the community. Due to the shortage of operators and responsive vendors for aerial fireworks shows, Pyro Spectacular is considered a single source for Banning and we receive a discounted show price as a continuing customer. Funding is currently allocated in the FY 2025-26 budget (Account 001-5400-446-41.58) to support the annual July 4th event including the Aerial Fireworks Display. Additionally, Pyro Spectaculars, Inc. will provide liability insurance naming the City of Banning as additional insured and works closely with our fire marshal each year to mitigate the risk associated with fireworks show.

FISCAL IMPACT:

Sufficient funds are available and were budgeted in the FY 2025/2026 Budget in the 4th of July Celebration account 001-5400-446-41.58. A 50% payment for the aerial fireworks display will take place on April 15th and the balance will be paid after in June.

ATTACHMENTS:

1. Resolution_2026-43__PR_Pyrospectaculars_rev.docx
2. Banning 7-4-26 Proposal Pyro Spectacular, Inc.pdf

RESOLUTION 2026-43

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AGREEMENT WITH PYRO SPECTACULARS, INC. FOR PRODUCTION OF THE FOURTH OF JULY AERIAL FIREWORKS DISPLAY

WHEREAS, The City desires to hold a community event with an aerial fireworks display on July 4, 2026; and

WHEREAS, every year, the City of Banning holds a community wide celebration and this year represents the 250th anniversary of the United States of America; and

WHEREAS, The July 4th Celebration was held in July of 2025 and it was a successful and well attended event with over 2,500 people estimated in attendance inside the fence at Nicolet Middle School Field and thousands more watching the show in the adjacent neighborhoods and throughout Banning; and

WHEREAS, Pyro Spectaculars is a single source provider of fireworks shows on July 4th providing well over 200 shows each year in California and throughout the United States; and

WHEREAS, Pyro Spectacular has performed the annual show in Banning for over a dozen years and proven themselves to deliver an exciting and safe show for the community; and

WHEREAS, Pyro Spectaculars, Inc., of Rialto, CA has provided these services for the City in the past and has proved able to perform to set expectations; and

WHEREAS, Pyro Spectaculars, Inc., of Rialto, CA submitted pricing of $37,000 through an informal request; and

WHEREAS, Sufficient funding for the Aerial Fireworks show and Fourth of July Celebration is budgeted and is available in account 001-5400-446.41.58 for FY 2025-26.

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

SECTION 1. The City Council approves the Production Agreement with Pyro Spectaculars, Inc. for an annual aerial's fireworks show in the amount of $37,000.

SECTION 2. Authorizes the City Manager or her designee to make non-substantive changes to the Production Agreement and to execute the Production Agreement with Pyro Spectaculars, Inc, on behalf of the City Council, sign all necessary documents, and make all necessary budget adjustments to facilitate the Production Agreement.

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

PASSED, APPROVED AND ADOPTED this 24th day of March 2026

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

John Pinkney
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 2026-43, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING

PROPOSAL FOR SPECIAL EVENT

PREPARED BY
Jeff Martin

PREPARED FOR
Ralph Wright

January 23, 2026

CITY OF BANNING

Ralph Wright
P.O. Box 998
Banning, CA 92220-0665

Pyrotechnics	☐ Close Proximity	☑ Display Fireworks	☐ Firecrackers				
Theatrical Effects	☐ Spark Machines	☐ Flames	☐ CO2 Cryo Jets	☐ Confetti/Streamers	☐ Lights	☐ Foggers	
Drones	☐ Light Animations	☐ Accents					

Dear Ralph Wright,

Enclosed you will find three important documents that outline our Special Event proposal in detail:

1. **Product Synopsis - Proposal**: Provides the specifications of the devices and products to be used in your event.
2. **Production Agreement:** Presents the terms and conditions for the production of your event, including engagements, duties, and payment dates and amounts..
3. **Scope of Work**: Outlines the responsibilities and services to be provided by both **Pyro Spectaculars, Inc.** and **City of Banning** that will be necessary for the execution of the production of your event, along with insurance limits and requirements.

Pre-production: To confirm your program, kindly submit the fully executed Production Agreement to our office by the stipulated firm price date, **Wednesday, April 15, 2026**. Your initial payment is due at our office by **Wednesday, April 15, 2026**. The final payment is required by **Friday, June 05, 2026**. Please be advised that program availability, pricing, and show dates may be subject to alteration if the agreement and payments are not remitted promptly.

If you have any questions, or wish to discuss your program in detail, please do not hesitate to contact me or your dedicated Customer Service Representative, Luis Ruiz at (909) 355-8120.

Sincerely,

Jeff Martin
jmartin@pyrospec.com
(909) 831-9985

Pyro Spectaculars, Inc.

PYROTECHNIC PROPOSAL

CITY OF BANNING

SPECIAL EVENT | SATURDAY, JULY 04, 2026

$37,000.00

MAIN DISPLAY (1 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
3" Designer Bombardment Shells	3	**300**
Main Display Totals	**3**	**300**

LOW LEVEL (5 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
Emerald Line Multishot Device	2	**208**
Gold Line Multishot Device	6	**600**
Platinum Line Multishot Device	2	**600**
Ruby Line Multishot Device	1	**25**
Sapphire Line Multishot Device	2	**98**
Low Level Totals	**13**	**1,531**

GRAND FINALE (2 ITEMS)

DEVICE NAME	QTY	TOTAL SHOTS
Aerial Display Shells Multishot Device	1	**100**
3" Designer Bombardment Shells	36	**180**
Grand Finale Totals	**37**	**280**

📦 **Total Items:** 8 | 🔢 **Total Quantity:** 53 | 🎆 **Total Shots:** 2,111 | 📂 **Product Types:** 2

Product descriptions are for specification of product quality, classification, and value. Final product selections will be based on availability, suitability, and overall artistic style.

PYRO SPECTACULARS, INC.
PRODUCTION AGREEMENT

This agreement and scope of work, hereinafter referred to as "Agreement," is made this **_____ day of _____, 20_____**, by and between **Pyro Spectaculars, Inc.**, a California corporation, hereinafter referred to as "Pyro," and **City of Banning**, hereinafter referred to as "Client." Pyro and Client are sometimes collectively referred to as "Parties" or individually as "Party."

SCOPE OF WORK

1. **Engagement** – Client hereby engages Pyro to provide to Client a production or series of productions that includes the following checked elements ("Production"), and Pyro accepts such engagement upon all of the promises, terms, and conditions hereinafter set forth ("Scope of Work"). The Production shall be substantially as outlined in the proposal from Pyro to Client dated **January 23, 2026**, attached hereto and incorporated herein by this reference.

2. **Elements of the Production as described in the Proposal**

Pyrotechnics	Theatrical Effects	Drones / Other
□ Close Proximity ☒ Display Fireworks □ Firecrackers	□ Spark Machines □ Flames □ CO2 Cryo Jets □ Confetti/Streamers □ Lights □ Foggers	□ Light Animations □ Accents □ Other

3. **Fees, Interest, and Expenses** – Client agrees to pay Pyro a fee of **$37,000.00 USD** ("Fee") plus permit and standby expenses for the Production as follows:

4. **Pyro shall provide the following Services to Client:**

a. **Time and Place** – The Production(s) shall take place as follows:

Date	Approx. Time	Location
Saturday, July 04, 2026	**09:00 PM**	**Nicolet Middle School - Banning, City of**

b. **Pyro Services** – Pyro shall provide all services, trained technicians, equipment, products, shipping, application for specific permits covering Pyro services only, insurance covering the Production, and the other things on its part to be performed, including preproduction services, (hereinafter, collectively, "Services") as more specifically set forth in this Production Agreement and Scope of Work for each Production.

c. **Expenses** – Pyro shall pay all normal expenses directly related to the Production, including freight, insurance as specified herein, and qualified personnel to set up and perform the Production. Client shall pay all costs related to the Production not supplied by Pyro, including, but not limited to, those items outlined as Client's responsibility in this Agreement and Scope of Work.

d. **Preproduction** – Pyro shall provide preproduction Services and Costs for the Production as applicable, including advance acquisition of materials and products; design, engineering, programming, handling, storage, and maintenance of products, props, and systems; preparation of drawings, diagrams, listings, schedules, inventory controls, choreography, and computer code; picking, packing, labeling, staging, and loading of equipment, materials, and systems; transportation, and logistics and crew scheduling and support; explosive storage magazines with legally mandated distances, surfaces, security, housekeeping, and access controls; and necessary and appropriate vehicles, including legally mandated insurance and MCS90 explosives transportation coverage.

e. **Permits** – Pyro shall make application only for specific fireworks related permits applicable to its Services only in the Production, including the to the local fire department and notices to FAA and USCG, if required. Client shall pay the costs of all permits in addition to the Fee.

5. **Client shall provide the following to Pyro:**

a. **Site Arrangements** – Client shall provide a suitable site ("Site") for the Production, security for the Site as set forth in Paragraph 8 hereof, access to the Site, any permission necessary to utilize the Site for the Production, and the other things on its part to be

performed as more specifically set forth below in this Agreement and in the Scope of Work. All Site arrangements are subject to PYRO's reasonable approval as to pyrotechnic safety, suitability, and security. All other conditions of the Site shall be the responsibility of CLIENT, including, but not limited to, access, use, control, parking and general safety with respect to the public, CLIENT personnel and other contractors.

b. **On-Site Labor** - All on-site labor costs, if any, not provided or performed by Pyro personnel, including, but not limited to, local union requirements, all Site security, Police and Fire Department standby personnel, stagehands, electricians, audio and fire control monitors, carpenters, plumbers, and clean-up crew. All these additional personnel and services shall be fully insured by and the sole responsibility of Client.

c. **Permitting** - Coordination and any applicable event permitting with the local, state or federal government that may hold authority within the Site and Production venue other than permitting expressly provided by Pyro. Costs of all permits required for the presentation of the Production and the event as a whole.

d. **Safety Zone** - Provision of a Safety Zone in accordance with applicable standards and all requirements of the authorities having jurisdiction throughout the entire time that Pyro is at the Site and the load site (if different) on the date(s) of the Production and all set-up and load-out dates, including land and water security to keep unauthorized people, vehicles, vessels, and aircraft from entering the Safety Zone.

e. **General Services** - General Services including, but not limited to, Site and audience security, fencing, adequate work light, dumpster accessibility, a secure office for Pyro personnel within the venue, secure parking for Pyro vehicles, access to washrooms, tents, equipment storage, hazmat storage, electrical power, fire suppression equipment, access to worksites, necessary credentialing, etc., will be required as necessary.

f. **On-Site Security** – 24-hour on-site security for any time that pyrotechnic worksites are unattended by PYRO personnel.

GENERAL TERMS AND CONDITIONS

6. **Proprietary Rights** – Pyro represents and warrants that it owns all copyrights, including performance rights, to this Production, except that Pyro does not own Client-owned material or third-party-owned material that has been included in the Production, and as to such Client-owned and third-party-owned material, Client assumes full responsibility therefore. Client agrees that Pyro shall retain ownership of, and all copyrights and other rights to, the Production, except that Pyro shall not acquire or retain any ownership or other rights in or to Client-owned material and third-party-owned material and shall not be responsible in any way for such material. If applicable, Client consents to the use of Client-owned material and represents that it has or will obtain any permission from appropriate third parties sufficient to authorize public exhibition of any such material in connection with this Production. Pyro reserves the ownership rights in its trade names that are used in or are a product of the Production. Any reproduction by sound, video or other duplication or recording process without the express written permission of Pyro is prohibited.

7. **Safety** – Pyro and Client shall each comply with applicable federal, state and local laws and regulations and employ safety programs and measures consistent with recognized applicable industry standards and practices. At all times before and during the Production, it shall be within Pyro's sole discretion to determine whether or not the Production may be safely discharged or continued. It shall not constitute a breach of this Agreement by Pyro for fireworks and confetti to fail or malfunction, or for Pyro to determine that the Production cannot be discharged or continued as a result of any conditions or circumstances affecting safety beyond the reasonable control of Pyro.

8. **Security** – Client shall provide adequate security personnel, barricades, and Police Department services as may be necessary to preclude individuals other than those authorized by Pyro from entering an area to be designated by Pyro as the area for the set-up and discharge of the Production, including a fallout area satisfactory to Pyro where the fireworks and confetti may safely rise and any debris may safely fall. Pyro shall have no responsibility for monitoring or controlling Client's other contractors, providers or volunteers; the public; areas to which the public or contractors have access; or any other public or contractor facilities associated with the Production.

9. **Cleanup** – Pyro shall be responsible for the removal of all equipment provided by Pyro and clean up of any live pyrotechnic debris made necessary by PYRO. Client shall be responsible for any other clean up which may be required of the Production or set-up, discharge and fallout areas including any environmental clean-up.

10. **Permits** – Pyro agrees to apply for permits for the firing of pyrotechnics only from the Local Fire Department, FAA, and USCG, if required. Client shall be responsible for any fees associated with these permits including standby fees. Client shall be responsible for obtaining any other necessary permits, paying associated fees, and making other appropriate arrangements for Police Departments, other Fire Departments, road closures, event/activity or land use permits or any permission or permit required by any Local, Regional, State or Federal Government.

11. **Insurance** – Pyro shall at all times during the performance of services herein ensure that the following insurance is maintained in connection with Pyro's performance of this Agreement: (1) commercial general liability insurance, including products, completed operations, and contractual liability under this Agreement; (2) automobile liability insurance, (3) workers' compensation insurance and employer liability insurance. Such insurance is to protect Client from claims for bodily injury, including death, personal injury, and from claims of property damage, which may arise from Pyro's performance of this Agreement, only. The types and amounts of

coverage shall be as set forth in the Scope of Work. Such insurance shall not include claims which arise from Client's negligence or willful conduct or from failure of Client to perform its obligations under this Agreement, coverage for which shall be provided by Client.

The coverage of these policies shall be subject to reasonable inspection by Client. Certificates of Insurance evidencing the required general liability coverage shall be furnished to Client prior to the rendering of services hereunder and shall include the following: that the following are named as additionally insured: Client; Sponsors, Landowners, Barge Owners, if any; Permitting Authorities, with respect to the operations of Pyro at the Production; Subcontractors or providers, if any, not covered under their own policies of insurance required hereby

12. **Indemnification** – Pyro represents and warrants that it is capable of furnishing the necessary experience, personnel, equipment, materials, providers, and expertise to produce the Production in a safe and professional manner. Notwithstanding anything in this Agreement to the contrary, Pyro shall indemnify, hold harmless, and defend Client and the additional insureds from and against any claims, actions, damages, liabilities and expenses, including but not limited to, attorney and other professional fees and court costs, in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Pyro, their officers, agents, contractors, providers, or employees. Client shall indemnify, hold harmless, and defend Pyro from and against any and all claims, actions, damages, liability and expenses, including but not limited to, attorney and other professional fees and court costs in connection with the loss of life, personal injury, and/or damage to property, arising from or out of the Production and the presentation thereof to the extent such are occasioned by any act or omission of Client, its officers, agents, contractors, providers, or employees. In no event shall either party be liable for the consequential damages of the other party.

13. **Limitation of Damages for Ordinary Breach** – – Except in the case of bodily injury and property damage as provided in the insurance and indemnification provisions of Paragraphs 11 and 12, above, in the event Client claims that Pyro has breached this Agreement or was otherwise negligent in performing the production provided herein Client shall not be entitled to claim monetary damages from Pyro beyond the amount Client has paid to Pyro under this Agreement, and shall not be entitled to claim or recover any consequential damages from Pyro including, without limitation, damages for loss of income, business or profits.

14. **Force Majeure** – Client agrees to assume the risks of weather, strike, civil unrest, terrorism, military action, governmental action, and any other causes beyond the control of Pyro and Pyro which may prevent the Production from being safely discharged on the scheduled date, which may cause the cancellation of any event for which Client has purchased the Production, or which may affect or damage such portion of the exhibits as must be placed and exposed a necessary time before the Production. If, for any such reason, Pyro is not reasonably able to safely discharge the Production on the scheduled date, or at the scheduled time, or should any event for which Client has purchased the Production be canceled as a result of such causes, Client may (i) reschedule the Production and pay Pyro such sums as provided in Paragraph 15, or (ii) cancel the Production and pay Pyro such sums as provided in Paragraph 16, based upon when the Production is canceled.

15. **Rescheduling Of Event** – If Client elects to reschedule the Production, Pyro shall be paid the original Fee plus all additional expenses made necessary by rescheduling plus a 15% service fee on such additional expenses. Said expenses will be invoiced separately and payment will be due in full within 5 days of receipt. Client and Pyro shall agree upon the rescheduled date taking into consideration availability of permits, materials, equipment, transportation and labor. The Production shall be rescheduled for a date not more than 90 Days subsequent to the date first set for the Production. The Production shall not be rescheduled to a date, or for an event, that historically has involved a fireworks or confetti production. The Production shall not be rescheduled between June 15th and July 15th unless the original date was July 4th of that same year, or between December 15th and January 15th unless the original date was December 31st of the earlier year unless Pyro agrees that such rescheduling will not adversely affect normal business operations during those periods.

16. **Right To Cancel** – Client shall have the option to unilaterally cancel the Production prior to the scheduled date. If Client exercises this option, Client agrees to pay to Pyro, as liquidated damages, the following percentages of the Fee as set forth in the Scope of Work, Paragraph 3.1. 1) 50% if cancellation occurs 30 or more days prior to the scheduled date, 2) 75% if cancellation occurs 15 to 29 days prior to the scheduled date, 3) 100% thereafter. In the event Client cancels the Production, it will be impractical or extremely difficult to fix actual amount of Pyro's damages. The foregoing represents a reasonable estimate of the damages Pyro will suffer if Client cancels the Production.

17. **No Joint Venture** – It is agreed, nothing in this Agreement or in Pyro's performance of the Production shall be construed as forming a partnership or joint venture between Client and Pyro. Pyro shall be and is an independent contractor with Client and not an employee of Client. The Parties hereto shall be severally responsible for their own separate debts and obligations and neither Party shall be held responsible for any agreements or obligations not expressly provided for herein.

18. **Applicable Law** – This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with the laws of California. It is further agreed that the Central Judicial District of San Bernardino County, California, shall be proper venue for any such action. In the event that the scope of the Production is reduced by authorities having jurisdiction or by either Party for safety concerns, the full dollar amounts outlined in this Agreement are enforceable.

19. **Notices** – Any Notice to the Parties permitted or required under this Agreement may be given by tracked overnight courier requiring a signature which is effective the next business day, or by mailing such Notice in the United States Mail, postage prepaid, first class, addressed as follows:

Pyro – Pyro Spectaculars, Inc., PO Box 2329, Rialto, CA, 92377, US, or for overnight delivery to 3196 N. Locust, Rialto, CA, 92377, US. With an email copy to General Counsel: gbrown@pyrospec.com.

Client – City of Banning, P.O. Box 998, Banning, CA, 92220-0665, US.

20. **Modification of Terms** – All terms of this Agreement are in writing and may only be modified by written agreement of both Parties hereto. Both Parties acknowledge they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement only.

21. **Severability** – If there is more than one Client, they shall be jointly and severally responsible to perform Client's obligations under this Agreement. This Agreement shall become effective after it is executed and accepted by Client and after it is executed and accepted by Pyro at Pyro's offices in Rialto, California. This Agreement may be executed in several counterparts, including faxed and emailed copies, each one of which shall be deemed an original against the Party executing same. This Agreement shall be binding upon the Parties hereto and upon their heirs, successors, executors, administrators and assigns.

22. **Price Firm** - EXECUTED AGREEMENT MUST BE DELIVERED TO Pyro BY Wednesday, April 15, 2026. See Scope of Work, paragraph 3 b).

[Signatures on next page]

Price Firm Date Wednesday, April 15, 2026

EXECUTED AGREEMENT MUST BE DELIVERED TO PYRO BY THIS DATE.

See PRICE FIRM conditions, paragraph 3b and paragraph 22, above.

Pyro Spectaculars, Inc.

BY: _____

PRINT NAME: Matt Gilfillan

ITS: Vice President

DATE: 3/6/26

SHOW PRODUCER: Jeff Martin

City of Banning

BY: _____

ITS: _____

PRINT NAME: _____

DATE: _____

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Yvette Vaca, Administrative Sergeant** **Vincent Avila, Chief of Police**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-55, Approving the Purchase of Electronic Citation and Collision Reporting Software from Crossroads Software, Inc. Utilizing Office of Traffic Safety (OTS) Traffic Records Improvement Project (TRIP) Grant Funds**

RECOMMENDATION:

Approval of Resolution 2026-55

BACKGROUND:

The City of Banning Police Department was awarded a Traffic Records Improvement Project (TRIP) Grant from the California Office of Traffic Safety (OTS) in the amount of $78,000 for Fiscal Year 2025–2026. The purpose of the TRIP grant is to improve the collection, management, and reporting of traffic records through the use of modern electronic reporting systems.

Currently, the Banning Police Department relies on paper-based processes and limited digital tools for traffic citation issuance and traffic collision reporting. Implementing an electronic citation and reporting system will improve efficiency, reduce manual data entry, enhance officer safety by decreasing roadside time, and improve the accuracy and timeliness of traffic records submitted to state and local partners.

The Police Department issued a Request for Proposals (RFP) for electronic citation software and evaluated responses from multiple vendors. Following evaluation of the proposals based on qualifications, pricing, experience, references, methodology, and value-added services, Crossroads Software, Inc. received the highest evaluation score.

JUSTIFICATION:

Crossroads Software, Inc. provides an electronic citation and collision reporting system designed specifically for California law enforcement agencies and is fully compatible with the City's existing Sun Ridge Systems Records Management System (RIMS), the California Highway Patrol SWITRS crash reporting system, and the Riverside County Superior Court citation processing system. The system will allow officers to issue electronic citations and complete traffic collision reports in the field using department-issued mobile devices, improving efficiency, reducing manual data entry, and enhancing the accuracy and timeliness of traffic records.

Crossroads Software is widely utilized by law enforcement agencies throughout Southern California, including nearby agencies such as Cathedral City Police Department, Riverside County Sheriff's Office, Indio Police Department, Desert Hot Springs Police Department, Palm Springs Police Department, and Corona Police Department. The use of this system by neighboring agencies demonstrates its reliability,

regional compatibility, and proven integration with the same systems currently used by the City of Banning.

Additionally, Crossroads Software offers a one-time site license purchase rather than an annual subscription model, providing long-term cost savings to the City while ensuring seamless integration with existing systems.

FISCAL IMPACT:

The total cost for the purchase, installation, and implementation of the Crossroads electronic citation and collision reporting system is $64,200.

Funding for this purchase will be provided entirely through the Office of Traffic Safety (OTS) TRIP Grant, which awarded the City of Banning $78,000 for traffic records improvement projects.

Staff is requesting appropriation amounting to $78,000 to the following accounts:

001-2200-421.90-49 (capital expenditure\software) $ 64,200,

001-2200-421.89-48 (noncapitalized assets\computer hardware) $ 13,800.

Appropriations will be offset by grant funding with no impact to the General Fund.

ATTACHMENTS:

1. Resolution_2026-55_Purchase Crossroads Software E-Citation.docx
2. Crossroads_Proposal.pdf
3. Crossroads_Price_Proposal.pdf

RESOLUTION 2026-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING THE PURCHASE OF ELECTRONIC CITATION AND COLLISION REPORTING SOFTWARE FROM CROSSROADS SOFTWARE, INC. UTILIZING OFFICE OF TRAFFIC SAFETY (OTS) TRAFFIC RECORDS IMPROVEMENT PROJECT (TRIP) GRANT FUNDS

WHEREAS, the City of Banning Police Department was awarded a Traffic Records Improvement Project (TRIP) Grant from the State of California – Office of Traffic Safety (OTS) in the amount of $78,000 to improve the quality, accessibility, and reporting of traffic records; and

WHEREAS, the TRIP Grant program allows for the purchase and implementation of electronic citation and collision reporting systems to improve data accuracy, accessibility, and compatibility with state traffic safety reporting systems; and

WHEREAS, the Banning Police Department issued a Request for Proposals for electronic citation and collision reporting software and evaluated vendor submissions based on qualifications, experience, pricing, methodology, and overall value; and

WHEREAS, Crossroads Software, Inc. received the highest evaluation score and provides a system compatible with the City's existing Records Management System (RIMS), the California Highway Patrol Statewide Integrated Traffic Records System (SWITRS) system, and the Riverside County Superior Court citation processing system; and

WHEREAS, the total cost of the software purchase, implementation, and training is $64,200, which will be fully funded through the Office of Traffic Safety TRIP Grant.

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

SECTION 1. The City Council approves the purchase of electronic citation and collision reporting software from Crossroads Software, Inc. in the amount of $64,200 utilizing Office of Traffic Safety Traffic Records Improvement Project (TRIP) Grant funds.

SECTION 2. The City Council authorizes the City Manager, or designee, to execute any agreements, documents, or purchase orders necessary to complete the acquisition and implementation of the software.

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 24th day of March, 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 2026-55, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

Attachment A
(Crossroads Proposal)

Attachment B
(Crossroads Price Proposal)



Proposal for the eCitation System Software Project

for

City of Banning

(RFP-25-124)

February 18, 2026

Proposal

Crossroads Software understands the requirements of the project and our proposed solution will guarantee a meaningful reduction in time that officers take to create a traffic citation, write traffic collision reports, create tow forms and perform analytics. The Crossroads System increases efficiency, effectiveness and timeliness in capturing driver information, violation codes, assigning court information and taking officer notes. Officers can efficiently produce cited individuals with the citation hard copies, and quickly print driver exchange forms for parties involved in collisions. Citations are uploaded automatically and electronically to the courts and completed traffic collision reports are automatically uploaded to the CHP SWITRS System. Citations and Collisions are exported automatically to the RIMS RMS System in use by the City of Banning. These processes put an end to the paper citation process within the department. The Crossroads Analytics application currently in use at the city will be automatically populated by data created with the e-Citation and Collision Report Writing System. The Analytics application will be updated to the newest version which provides in-depth analysis capability for doing searches, summarizing data and providing accurate collision and citation stats for the City.

Implementation Plan

Consultant will supply the following and they will provide the most recent version of software at the time of delivery.

Figure 1: Project Deliverables

Project Deliverables	
Description	***Quantity***
Citation Writing Software System (Desktop and Mobile)	1 site license
Collision Report Writer Software System (Desktop and Mobile)	1 site license
CHP SWITRS Upload Application	1 site license
Crossroads CHP 180 Tow Form Module (Desktop and Mobile)	1 site license
Citation Court Export System	1 site license
RMS Citation Data Export Module (to RIMS)	1 site license
RMS Collision Data Export Module (to RIMS)	1 site license
Analytics Application Update to Latest Version	1 site license
Installation Services by Crossroads	1 site license
Training for e-Citation System Use	1 Session
Training for Collision Report Writer System Use	1 Session
Training for Analytics Application Use	1 Session

Consultant will provide the following software to the agency:

1.2.2 Citation Writing System

The Citation Writing System includes the ability to write a citation, issue a citation to a citizen, and manage the citation after issuance. Citations are California Judicial Council compliant.

1.2.3 Collision Report Writer System

The Collision Report Writer System is based on the CHP's Collision Investigation Manual (CIM). Both mobile and desktop applications allow users to complete the CHP 555 form. The desktop application will allow the report to be sent through a review process.

1.2.4 Interface with the California Highway Patrol (CHP) California Crash Reporting System (CCRS, formerly SWITRS)

The Interface with CHP CCRS, hereinafter "CHP Upload", will electronically send data daily to CHP's system. The City must execute a memorandum of understanding (MOU) directly with CHP before the interface can be established; Consultant will facilitate the execution of the MOU between the police agency and CHP. Records sent to CHP must meet CHP's validation requirements. The police agency may determine configuration of the interface to include withheld reports and delay before sending them to CHP.

1.2.5 Installation

Consultant will provide a dedicated project manager to oversee the project, including communicating with external vendors and stakeholders for any interfaces, and work with the City project manager to execute the project. Consultant will coordinate with the City stakeholders as needed to arrange for deliverables, installation, and testing of the various parts of the project.

1.2.6 Training

Consultant will provide a virtual training session for each application using virtual meeting software (Teams, Zoom, etc.). The sessions may be recorded for future training sessions. Specific details about the training sessions are listed in section 1.6.

1.2.7 Analytics Application for Citations and Collisions

The Analytics Application is used to query collision and citation data. The City will receive the latest version and have their system reconfigured to access the new project backend database.

1.2.10 Crossroads DataShare

The Crossroads DataShare Module will be installed to upload collision data to the City Traffic Engineering Department with personally identifiable information (PII) removed. Redacted PII will include drivers license numbers, addresses, vehicle license numbers, and names.

1.2.11 Records Management System Interface

The collision and citation data entered in the Crossroads systems will be exported in the format specific to the police agency's records management system vendor (RIMS) requirements. The files are placed in a drop folder for the RMS vendor to process.

1.2.12 Software License Provisions

1.1.1 Crossroads Software, Inc. Application Licenses

Crossroads Software, Inc. hereby grants to the following licenses to the City:

- One (1) site license for the e-Citation software,
- One (1) site license for the Collision Report Writing software,
- One (1) site license for the CHP Upload application,
- One (1) site license for the Records Management System interfaces for collisions and citations,
- One (1) site license for the Citation Court Upload software,
- One (1) site license for the Crossroads CHP 180 Tow Form Module,
- One (1) site license for the Analytics Application licenses,

The software license allows the City to use the software on multiple computers located in a single office or department within a contiguous site, or multiple offices, departments and sites. The software license entitles the City to one copy of the software in machine-readable form for backup purposes only.

1.1.2 Term of the License

This license is effective until terminated. The City may terminate this license at any time by destroying the licensed software and related documentation and all copies thereof. If the City fails to comply with any provisions of the SOFTWARE LICENSE AGREEMENT (Exhibit D), Crossroads Software, Inc. must give thirty days' notice to the City that they have failed to comply with any provisions of the SOFTWARE LICENSE AGREEMENT. Upon termination of the SOFTWARE LICENSE AGREEMENT the non-compliant City must destroy the software and related documentation and all copies thereof.

1.2 Project Management and Implementation Services

The City will designate a project manager for the implementation of the Citation and Collision Report Writing System. The City's project manager shall be responsible for review, analysis, and acceptance of Consultant's performance and the coordination of project personnel, equipment, vehicles and facilities, and may issue all consents, approvals, directives and agreement on behalf of the City called for by this agreement except as otherwise expressly provided. Kelly Child, Crossroads Software Inc. is the project manager for Crossroads Software, Inc. She will be directly responsible for the administration and technical direction of Consultant's project activities to include project management,

installation, implementation, support services, software development, and system setup. Consultant will have access to communicate with the City project manager to coordinate the execution of the project.

1.4.1 Responsibilities of the **City**

The specific duties of the City in the implementation of the Crossroads System are:

1.2.1.1 Provide the Consultant with access to the City for installation, as needed.

1.2.1.2 Provide traffic citation, documents, and sample forms.

1.2.1.3 Provide court information such as name, addresses, schedules, etc.

1.2.1.4 Establish a workstation with a VPN or other type of remote connection, with network access to the data server.

1.2.1.5 Review and approve screen layouts and forms.

1.2.1.6 Review, evaluate, and field test each installed module prior to acceptance.

1.2.1.7 Facilitate the implementation of the interface with the CHP SWITRS database system.

1.2.1.8 Facilitate training sessions.

1.2.2 Responsibilities of Consultant

The responsibilities of the Consultant's project manager will include acting as a primary contact for City personnel, scheduling for installation and training, overseeing execution of installation and training, troubleshooting, and any other functions requiring implementing the Consultant's software at the City site. The specific duties of the Consultant in the implementation of the System are:

1.2.2.1 Create forms customized to the department

1.2.2.1.1 Develop and test citation sync module

1.2.2.1.2 Create and install eCitation software, Collision Report Writing software, and Analytics software

1.2.2.1.3 Provide training and deliver module documentation

1.2.2.2 Contact the California Highway Patrol and establish an account for the City

1.2.2.2.1 Support City to execute an MOU with CHP

1.2.2.2.2 Send data to CHP's test environment

1.2.2.2.3 Ensure data is received in the production environment

1.2.2.3 Contact California Court – Riverside County court database vendor and receive the compatible exchange file format for transferring data from the Crossroads Software system to the court's database management system.

1.2.2.3.1 Develop and test exchange file and data transfer from Collision module exported to the CHP SWITRS database system.

1.2.2.3.2 Provide data interface training and documentation

1.2.2.4 Contact City's RMS Vendor and receive the compatible exchange file format for transferring data from the Crossroads Software system to the RMS database management systems.

1.2.2.4.1 Develop and test exchange file and data transfer from Citation and Collision modules exported to the RMS vendor's database systems

1.2.2.4.2 Ensure data is received in the production environment

1.2.3 Change Orders

Either party may request changes to the Statement of Work at any time. Since a change could affect price, schedule, or other terms, the project managers must mutually agree in writing to approve each change before amending this Statement of Work. When the Consultant's price or completion schedule is affected, the contract shall be amended accordingly in writing and incorporated into this Statement of Work.

1.2.4 Resolution of Disputes

The City and Consultant will exercise their best efforts to promptly negotiate and settle any controversy or claim arising out of or in connection with the agreement. The parties agree first to meet in a timely manner in order to reach a resolution. In the event that any dispute

cannot be so settled, it shall be settled by arbitration administered by the American Arbitration Association. The decision in writing of the Arbitrator appointed by the American Arbitration Association shall not be binding on the parties.

1.2.5 System Acceptance

System acceptance will occur in the following phases after training and functional system tests:

- Certification of eCitation system.
- Certification of output of a citation data exchange file from the eCitation system for input into the court's database management system
- Certification of the Collision Report Writing system.
- Certification of output of collision and citation records to the RMS vendor
- Certification of output of collision records to the CHP CCRS system
- Final Total System Acceptance

Each functional attribute of the software, including system software, operating system, utilities, interfaces, system administration procedures will be tested. The Consultant will verify that all transactions with external systems are performing as specified. Within fourteen (14) days after completion of functional systems testing, the Consultant shall provide a written report to document completion of the test and to indicate test results, problems, solutions and a schedule to implement such solutions.

1.2.5.1 Functional Testing – eCitation software, Collision Report Writing software, and Analytics application

After installing each system software module and performing appropriate diagnostic tests, Consultant will certify to the City that the system is functioning correctly. The City will request specific demonstrations of the system's readiness. Functional testing by the end users will start after the users have been trained and the software is in a live environment. The testing period will be fourteen (14) days for each software module. Functional testing will include field-testing, syncing, in-field printing, and printing at the desktop.

1.2.5.2 Functional Testing – Data Integration to RMS Vendor

The Consultant will create an export file for the traffic citation and collision data integration with the Records Management System (RMS). Upon completion of the traffic data integration with the RMS's system, performing appropriate tests, the Consultant will certify to the City that the data integration to the RMS is completed. The RMS vendor will test the interface for fourteen (14) days to determine if the traffic records are being exported and delivered as defined.

1.2.5.3 Functional Testing – Data Integration to California Superior Court – Riverside County Database Management System

The Consultant will create an export file for the traffic citation data integration with the California Superior Court - Riverside County case management systems. Upon completion of the traffic data integration with the court's system, performing appropriate tests and upon training the court staff in its use, the Consultant will certify to the City that the data integration to the court is completed. California Superior Court – Riverside County project personnel will test the interface for fourteen (14) days to determine if the traffic records are being exported and delivered as defined.

1.2.5.4 Functional Testing – Data Integration to CHP CCRS Database Management System

The Consultant will create an export file for the traffic collision data integration with the CHP CCRS database management system. Upon completion of the traffic data integration with the CHP's system and performing appropriate tests, the Consultant will certify to the City that the data integration is completed. CHP personnel will test the interface to determine if the traffic records are being exported and delivered as defined.

1.2.5.5 Final System Performance Testing

The Consultant and City will then perform final system performance testing. Crossroads Software, Inc. will perform a functionality test that will ensure the functional operation of the software, the units, printers, and other equipment and the syncing and data transfer interfaces. Upon completion of the final total system testing, the consultant will certify that the system has passed the final system test criteria. Final system test criteria include:

- Functionality System Test (software, hardware, and interfaces)
- Reliability Test (system "uptime")
- Performance Test (data input, searches, report generation, response time)

The Consultant shall provide written certification to the City's project manager that the installation, training, and testing phase of the contract has been fully completed and all requirements have been met.

1.5 Maintenance and System Support

1.5.1 Software Maintenance Plan and System Support

Consultant will provide the City with technical support, maintenance, and upgrades on an ongoing basis. Standard technical support consists of telephone, email and online support from 08:00 A.M. to 5:00 P.M. PST, Monday through Friday.

1.6 Training

The following training is provided by Crossroads Software, Inc. as part of the project deliverables outlined above.

1.6.1 eCitations – End User Training

Consultant will provide the City with one (1) training session. This session will deal with the use of mobile devices and the writing and managing of citations. Training sessions will be conducted online using virtual meeting software and can be recorded for future use by the agencies.

1.6.2 Collision Report Writer – End User Training

Consultant will provide the City with one (1) training session. The session will cover the use of the Report Writer. Training sessions will be conducted online using virtual meeting software and can be recorded for future use by the agencies

1.6.3 Analytics Application – End User Training

Consultant will provide the City with one (1) training sessions. This session will cover the use of the Analytics System to run queries for both collisions and citations. Training sessions will be conducted online using virtual meeting software and can be recorded for future use by the agencies

1.6.4 System Maintenance and Administration Training

Consultant will provide the City with one (1) training session. The sessions will cover the administration and system maintenance of the Collision, eCitation, and Analytics systems to a designated group of system support staff at the City. Training sessions will be conducted online using virtual meeting software and can be recorded for future use by the agencies.

Project Timeline

Week 1: Project Preparation:
Collect deliverables from police department, Agency to review proposed MOU from CHP and route for signatures within agency/city.

Week 2: Install Backend Database:
Consultant will coordinate with the city to install the backend database on the city designated servers.

Week 3: Coordinate with Court

Consultant will coordinate implementation of the citation upload module to the Riverside Court

Week 4: Coordinate with CHP
Consultant will coordinate the upload module for Collision Data to the CHP SWITRS System

Week 5: Prepare Configuration Items and install in city database.
Consultant will compile the system configuration items and install on the city back-end database

Week 7: Install test modules and configure on a workstation and iPhone(s)

Week 8: Test and finalize Exports to Court, RMS and CHP

Week 10: Create Installation Files for the city to install on desired workstations and iPhones

Week 12: Training:
Crossroads will train the agency in the use of all software modules.

Total Project Duration: 12 weeks.

Company Information

KAM Software Technologies, DBA Crossroads Software, Inc.
1981 Travor Ln
Corona, CA 92881
(714) 990-6433
www.crossroadssoftware.com
KAM Software Technologies is a California "S" Corporation

Contact Person:

Jeff Cullen
JCullen@CrossroadsSoftware.com
(714) 420-2907

The company has never been involved in any litigation, mediation, or arbitration and has never had any disciplinary actions imposed. The company has never filed for bankruptcy at any time.

Personnel – Crossroads Software Project Team

Employees working on the proposed Banning eCitation System Project are listed below. Note that because Crossroads provides software as a site license, project hours are not tracked per staff member that we allocate to each project. We do not charge clients for staff time by the hour. We dedicate whatever hours are needed for each staff member to accomplish the project successfully.

Kelly Child, MPA, Project Manager

With more than 15 years of overseeing projects, Kelly has successfully completed more than 100 eCitation and Collision Report Writing system projects of varying sizes with Crossroads Software, Inc. With technical support experience with Crossroads' suite of software, Kelly provides detailed technical knowledge to her projects.

Michael Kalberg, Lead Software Developer

Michael has worked with Crossroads Software, Inc. for more than 25 years developing eCitation software and court and Records Management Systems (RMS) interfaces. His leadership focuses on making software that is secure, resilient, and easy for end users to use.

Catherine Scott, Collision Report Writer Software Developer

With experience ranging from native desktop applications to coding mobile applications in .NET MAUI, Cat provides swift and agile coding based on client needs. Cat works closely with Crossroads' support staff to understand and solve issues in a timely manner.

Andrea Fieri, Advanced Support

Andrea has supported Crossroads software products for more than 20 years. She specializes in managing data sets in SQL databases and understanding all the Crossroads applications and infrastructure in detail to narrow down issues and report them to the Crossroads' development team.

Christopher Kang, Support

Chris brings in-depth knowledge of all Crossroads' software and infrastructure. He brings experience in bringing a methodical approach to narrowing down and solving problems. Christopher's primary role with the project will include preparing installation files and establishing the servers hosted by Crossroads.

Jeff Cullen, Traffic Analytics Expert and Training

As the founder of Crossroads Software, Inc. Jeff has worked tirelessly for 33 years to ensure that transportation departments and police departments have the tools they need to reduce the physical, emotional, and financial impacts of traffic collisions. Before founding Crossroads Software, Inc. in 1992, Jeff designed roadways with a traffic consultant to make roadways safer. His entertaining approach to training ensures learners of the system stay engaged and retain as much knowledge as possible.

Crossroads Software Inc. has no past or current business or personal relationships with any current Banning elected official, appointed official, city employee or family member of any current Banning elected official, appointed official, city employee.

References

Crossroads Software has recently installed similar systems to the proposed e-Citation System for the City of Banning for the following agencies:

City of Brawley
400 Main Street
Brawley, California 92227
Contact Name: Commander John Tang
Phone Number: (760) 351-7013
email address: JTang@brawley-ca.gov
Project Description: e-Citation System, Collision Report Writer, CHP Upload, RMS Exports, Court Export
Project Dates: February to October 2024

City of Lincoln
770 7th Street
Lincoln, California 95648
Contact Name: Sgt. Brett Schneider
Phone Number: (916) 645-5150
email address: Brett.Schneider@lincolnca.gov
Project Description: e-Citation System, Parking Citation System, CHP Upload, RMS Exports
Project Dates: November 2024 to January 2025; December 2025 to present

City of Lodi
215 W. Elm Street
Lodi, California 95240
Contact Name: Sgt. Daniel Bristow
Phone Number: (209) 333-6872
email address: dbristow@lodi.gov
Project Description: e-Citation System CHP 180 Tow Form Module, CHP Upload, RMS Exports
Project Dates: January 2024 to October 2024

Scope of Work

The Scope of Work entails delivery, installation, configuration, training and support for each of the project deliverables.

- Crossroads will provide the sample MOU for City to coordinate execution of the agreement with the CHP for uploading collision reports to the CHP. Crossroads will obtain configuration items from the City in order to prepare the system for delivery and configure the installation of the systems for use.
- Crossroads will coordinate with additional stakeholders for data exports to the CHP, Court, RMS and DataShare (Traffic Engineering)
- Crossroads will install and test the Citation Writing Software, Citation Desktop Management App (CCM), the Collision Report Writer (Desktop and Mobile), CHP 180 Tow Form Module, Sync Service Application, Analytics Application, Court Citation Export Application, CHP Collision Report Export Application, RMS Export Applications and DataShare export application.
- Crossroads will Provide training to the City for use in the Citation Writing Software, Collision Report Writer, CHP 180 Tow Form Module, and Analytics Application.
- Crossroads will provide ongoing maintenance and support of the installed applications.

The software modules are compatible with the City of Banning Police Department mobile work iPhones. Desktop modules are compatible with Windows 10 Pro and with Windows 11.

Crossroads Software does not sell printer hardware and the cost for printers and supplies is not included in this proposal. Crossroads Software will provide a highly recommended hardware vendor for this project.

ESTIMATE

KAM Software Technologies DBA
Crossroads Software Inc.
6700 N Linder Rd Ste 156 PMB 351
Meridian, ID 83646-6608

kkalberg@crossroadssoftware.com
+1 (714) 990-6433

Banning (PD)

Bill to
Banning Police Department
125 E Ramsey St
Banning, CA 92220

Estimate details
Estimate no.: 1060
Estimate date: 12/22/2025
Expiration date: 12/22/2026

Remittance Address: Please see above.

#	Product or service	Description	Qty	Rate	Amount
1.	**IOS Citation System**	IOS Citation System (Mobile) - Site License	1	$28,500.00	$28,500.00
2.	**Syncing Module**	Sync Software for Citation System	1	$3,900.00	$3,900.00
3.	**Desktop Citation Management App**	Desktop Citation Management App (CCM)	1	$3,900.00	$3,900.00
4.	**Court Export Module**	Court Export Module One-time	1	$2,200.00	$2,200.00
5.	**RMS Export Module-Citation**	Interface to Output Citation Records to RMS (RIMS) One-time	1	$6,900.00	$6,900.00
6.	**Collision Report Writer - Mobile**	Crossroads Report Writer for collision reporting (mobile) - site license (Included in countywide project, update to the latest version)	1		$0.00
7.	**CHP 180 Tow Form (Desktop)**	CHP 180 Tow Form Application (Desktop) -Site License	1	$4,900.00	$4,900.00
8.	**RMS Export Module-Collision**	Interface to Output Collision Records to RMS (RIMS) - One-time	1	$6,900.00	$6,900.00
9.	**CHP Upload**	Interface to Upload Collision Report Data and Documents to the CHP SWITRS System	1	$24,800.00	$24,800.00
10.	**Analytics Software License-Collision/Citation**	Crossroads Collision and Citation Analytics Program (included in countywide project, update to the latest version)	1	$0.00	$0.00

11.	**Project Management and Training**	Project Management (dedicated PM) and Training (via on demand training videos)	1	$300.00	$300.00
12.	**Maintenance and Support (two applications)**	Annual Maintenance and Support (includes upgrades to new versions as they become available)	1	$4,800.00	$4,800.00
13.	**Installation and Training**	Installation and Training (One training session - using remote login)	1	$600.00	$600.00
14.	**Agency Discount**	Agency Discount (honoring prior cost proposal)	1	−$23,500.00	−$23,500.00

Total **$64,200.00**

Expiry date 12/22/2026

Accepted date

Accepted by

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Lisa Rossi, Human Resources Director** **Lisa Rossi, Human Resources Director**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-41, Amending the Classification and Compensation Plan, Classification Change (Police Corporal and Police Sergeant)**

RECOMMENDATION:

Adopt Resolution 2026-41

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:

To ensure the Banning Police Department maintains the highest level of professional leadership and operational readiness, the following updates align the minimum requirements for the ranks of Corporal and Sergeant with the established standards of the California Commission on Peace Officer Standards and Training (POST) and regional best practices. Our standards are consistent with neighboring agencies such as Rialto, Beaumont, and San Bernardino, which already utilize similar specific POST-certified benchmarks for their supervisory ranks.

The current minimum qualifications for the Police Corporal (Job Code 2040), Salary Grade P75, require two (2) years of patrol officer experience with a California law enforcement agency possessing a valid POST certification. Staff proposes revising the minimum qualifications to require three (3) years of patrol officer experience with a POST-certified California law enforcement agency, in addition to completion of fifteen (15) semester units from an accredited college or university.

The current minimum qualifications for the Police Sergeant (Job Code 2030), Salary Grade P82, require three (3) years of patrol experience as a police officer with a POST-certified California law enforcement agency. In addition, applicants must possess, at the time of application and maintain throughout employment, a State of California Commission on Peace Officer Standards and Training (POST) Intermediate Certificate. Staff proposes revising the minimum qualifications to require five (5) years of patrol officer experience with POST-certified California law enforcement agency and certification

requirement for the Police Sergeant classification to require possession and maintenance of a State of California Commission on Peace Officer Standards and Training (POST) Advanced Certificate at the time of application and throughout employment.

FISCAL IMPACT:

No fiscal impact.

ATTACHMENTS:

1. Resolution_2026-41 Class and Comp - Classification Change (pollce).docx
2. Tentative Police Corporal.pdf
3. Tentative Police Sergeant.pdf

RESOLUTION 2026-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AMENDING THE CLASSIFICATION & COMPENSATION PLAN FOR THE CITY OF BANNING TO CHANGE THE POSITION CLASSIFICATION FOR THE POLICE CORPORAL AND POLICE SERGEANT

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, staff would like to change the Police Corporal and Police Sergeant job specifications to update work experience and education. This will provide a better opportunity to hire qualified individuals into the promotional opportunities; 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. The City Council approves changing the Police Corporal and Police Sergeant job classifications for Fiscal Year 2025-26.

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 March, 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, _____, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-41, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 10th day of March, 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

CITY OF BANNING, CALIFORNIA

Police Corporal

Job Code: 2040

FLSA **[ ] Exempt** **[x] Non-Exempt**

JOB DEFINITION: Under general supervision, performs a variety of duties associated with the enforcement of municipal, state and Federal laws, investigation of criminal activity, traffic enforcement, collision investigation and field training. Performs supervisory duties in the absence of the Police Sergeant, including performing a variety of duties associated with providing supervision, training and equipment necessary for subordinate staff to complete assignments with the Police Department.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Participates in the enforcement of Federal, state and local laws and implements and enforces Department policies and procedures and participates in the operations of the Police Department. Responds to calls for service of criminal activities/civil complaints. Gathers evidence and verifies information pertinent to the investigation and resolution of a variety of criminal incidents. As required, preserves/documents crime scene using a variety of technical equipment, techniques, and procedures. Assists in the overall direction of patrol investigations. Conducts traffic collision investigations.

Secures/investigates crime scenes. Reviews criminal cases and determines appropriate course of investigative action. Conducts preliminary investigations. Assists in the collection, preservation, and handling of physical evidence and property. Interviews/interrogates victims, suspect(s), and witnesses. Arrests, questions, and transports suspects and/or persons with outstanding arrest warrants to jail facilities. Processes into jail. Prepares incident reports. Prepares reports, complaints, affidavits, and other related documents. Performs court testimonies. Signs court complaints and serves subpoenas. Monitors, implements, participates, and tracks internal and external training of Police Department personnel. Assists with resolving personnel issues and conflicts. Drafts, composes, reviews, edits and/or revises a variety of written documents, summaries and reports.

In the absence of a Sergeant, supervises an assigned shift or subordinate staff engaged in field or support activities. Disperses information to subordinate staff and provides updates for upper management on cases. Assists in the identification of staffing, training, equipment, facilities and related needs for assigned shift, unit or assignment. Coordinates, prioritizes and assigns tasks and projects. Recommends corrective and disciplinary actions to supervision. Provides justification and responds to inquiries.

Performs other duties as assigned or required.

CITY OF BANNING, CALIFORNIA

Police Corporal

Job Code: 2040

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of modern law enforcement trends and practices.
- Knowledge of legislative process and legal terminology.
- Knowledge of training methods and techniques
- Knowledge of supervision practices and principles

- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in delivering and evaluating training for subordinate staff.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS: A high school diploma or GED **AND** two ~~(2)~~ three (3) years of patrol officer experience with a POST approved California law enforcement agency; and a competent evaluation and recommendation from supervisor; written examination, oral examination and promotability assessment. Fifteen units from an accredited college or university

ADDITIONAL REQUIREMENTS: Must have at the time of application and must maintain State of California Police Officer Standards and Training (POST) Intermediate certification and California driver license. Depending on the needs of the City, incumbents in this classification may be required to obtain and maintain additional licenses or certifications for the practice of law enforcement. May be required to work outside the traditional work schedule. May be subject to call out and/or call-back.

PHYSICAL, MENTAL AND ENVIRONMENTAL WORKING CONDITIONS: Requires prolonged sitting, standing, walking, running, jumping, reaching, twisting, turning, kneeling, bending, squatting and stooping, and the ability to lift up to 25 pounds or more in the performance of daily activities. Requires both near and far vision and the ability to distinguish colors and acute hearing. Incumbents may work outdoors in all weather conditions. Entails working in hazardous situations, which may involve abusive persons, potential physical violence and the potential of risk of exposure to chemical and biological hazards.

CITY OF BANNING, CALIFORNIA

Police Sergeant

Job Code: 2030

FLSA **[ ] Exempt** **[x] Non-Exempt**

JOB DEFINITION: Under general supervision, performs a variety of duties associated with providing supervision, training and equipment necessary for subordinate staff to complete assignments with the Police Department. Additional education, experience and training enable incumbents or appointees to attain the designations of Staff Sergeant or Master Sergeant, as described under Qualifications.

ESSENTIAL FUNCTIONS: *The following duties **ARE NOT** intended to serve as a comprehensive list of all duties performed by all employees in this classification. Shown are duties intended to provide a representative summary of the major duties and responsibilities. Incumbent(s) may not be required to perform all duties listed and may be required to perform additional, position-specific duties.*

REPRESENTATIVE DUTIES: Oversees and participates in the enforcement of Federal, state and local laws and implements and enforces Department policies and procedures. Supervises an assigned shift or subordinate staff engaged in field or support activities and participates in the operations of the Police Department. Supervises and participates in radio calls to the City to prevent criminal activities and to enforce state and municipal laws and ordinances. Disperses information to subordinate staff and provides updates for upper management on cases.

Assists in the identification of staffing, training, equipment, facilities and related needs for assigned shift, unit or assignment. Coordinates, prioritizes and assigns tasks and projects. Prepares work schedule. Monitors and participates in the training and performance review of assigned personnel. Monitors and resolves personnel issues and conflicts. Recommends corrective and disciplinary actions. Schedules, oversees and tracks all internal and external training of Police Department personnel. Monitors Department compliance with POST and legislative mandates.

Identifies, develops and implements new employee and on-going staff training programs. Tracks and reviews work progress and process. Drafts, composes, reviews, edits and/or revises a variety of written documents, summaries and reports. Conducts internal investigations reference allegations of officer misconduct. Reviews case law and Human Resources issues based on legal issues for Department employees. Participates in budget development, preparation and presentation. Provides justification and responds to inquiries. Monitors budget allocations. Assists in writing grants.

Performs other duties as assigned or required.

CITY OF BANNING, CALIFORNIA

Police Sergeant

Job Code: 2030

KNOWLEDGE and SKILLS:

- Knowledge of applicable city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders and other operational guidelines and directives.
- Knowledge of the City's and the Department's policies and procedures.
- Knowledge of modern law enforcement trends and practices.
- Knowledge of legislative process and legal terminology.
- Knowledge of training methods and techniques.
- Knowledge of management and/or supervision practices and principles.

- Skill in reading, understanding, interpreting and applying relevant city, county, state and Federal statutes, rules, regulations, ordinances, codes, administrative orders, policies and procedures and other operational guidelines and directives.
- Skill in assessing and prioritizing multiple tasks, projects and/or demands.
- Skill in working within deadlines to complete projects and assignments.
- Skill in assessing, analyzing, identifying and implementing solutions to complex problems.
- Skill in establishing and maintaining effective working relations with co-workers, staff, vendors, contractors, visitors, the general public and others having business with the City of Banning.
- Skill in operating a personal computer utilizing a variety of software applications.

MINIMUM QUALIFICATIONS:

Sergeant: (3 chevrons) Requires 30 units from an accredited college or university (Associate's Degree, or higher, is preferred); ~~three (3)~~ five (5) of patrol experience as a police officer with a POST approved California law agency; and a competent evaluation and recommendation from supervisor; written examination, oral examination and promotability assessment

Supplemental information

ADDITIONAL REQUIREMENTS:

Must have at the time of application and must maintain State of California Police Officer Standards and Training (POST) ~~intermediate~~ advance certification, as required and California driver license. Depending on the needs of the City, incumbents in this classification may be required to obtain and maintain additional licenses or certifications for the practice of law enforcement. May be required to work outside the traditional work schedule. May be subject to call out and/or call-back.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer** **Art Vela, Director of Public Works**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-54, Declaring the Intention to Levy and Collect Assessments for Fiscal Year 2026/2027, Approving the Engineer's Report and Setting the Date for the Public Hearing for Landscape Maintenance District (LMD) No. 1**

RECOMMENDATION:

Adopt Resolution 2026-54

BACKGROUND:

LMD No. 1 ('the District") in the City of Banning was established through the adoption of Resolution 1990-59 on August 14, 1990 (9 tracts), with another, Tract No. 22913, being annexed into the District in 1992. An additional five tracts and three tentative tracts were annexed into LMD No. 1 (Annexation No. 1) when the City Council approved Resolution 2005-36 on May 10, 2005. Annexation No. 2, adding Tract No. 32370, occurred on November 14, 2023 when the City Council approved Resolution No. 2023-177. There are currently eleven (11) Zones and 1,034 assessment units (i.e. properties) in LMD No. 1. A map displaying the District and its' Zones is shown as Attachment 2. On January 27, 2026 the City Council approved Resolution No. 2026-17, initiating proceedings for the fiscal year update of LMD No.1, shown attached.

LMD No. 1 provides a mechanism for the operation and maintenance of landscape medians and parkways, perimeter strips, landscaped hillsides with high visibility, side slopes adjacent to sidewalks and retention basins annexed into it. LMD No. 1 funds expenses (e.g. utility costs, landscape maintenance contractor, etc.) by revenues collected from the special benefit assessments paid for by each property owner within LMD No. 1. The District, by special benefit assessments, provides funding for the operation and maintenance of certain landscape areas within the City of Banning, all of which were constructed as part of private development projects and all of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value.

Adoption of this Resolution will accomplish three goals for the fiscal year update and renewal of LMD No. 1. First, it provides the resolution of intention to levy and collect assessments; second, it permits the City Council to review and approve the Annual Engineer's Report; and third, it sets the date and time for a public hearing. Subsequent to the approval of this Resolution, the City Council will be requested to confirm the assessments for Fiscal Year 2026/2027.

The Engineer's Report, which provides background on the proposed Assessments, is on file with the City Clerk and is shown as Attachment 3. Upon approval of this resolution, the public hearing will be held at the regularly scheduled City Council meeting on April 28, 2026, at 5:00 p.m., as shown in the attached

schedule, Attachment 4. A detailed list of tracts in LMD No. 1 and their respective assessments is shown as Attachment 5.

For Fiscal Year 2026/2027, the Engineer's Report does reflect a Consumer Price Index (CPI) percentage increase of 3.25% on the assessments over the last fiscal year applied only to those tracts annexed into LMD No.1 (currently six built tracts) in 2005 and 2023 (Tract 32370), at which time, those property owners authorized the CPI adjustment.

The annual assessments may be increased without further notice or public hearing by a percentage equal to the increase in the CPI for all Urban Consumers in the Riverside-San Bernardino-Ontario, CA area, published by the United States Department of Labor, Bureau of Labor Statistics during the preceding calendar year, provided however, that any such increase shall not exceed five percent (5%) per fiscal year.

Due to the revenue shortfall and the lack of funding for replacement projects, the Public Works Department prepared a Request for Proposals in December of 2018 with the intention to hire a consultant with expertise in the Proposition (Prop) 218 process and assessment districts to determine the proper zones and assessment amounts for each tract and the basis of assessments; assist in holding a Prop 218 balloting proceeding and public hearing; determine the estimated budget for the next 20 years; prepare necessary reports; and perform community outreach. In essence, a complete overhaul of LMD No. 1 was to be explored, including the potential restructuring of the Zones and assessments.

A professional services contract was awarded to Webb Municipal Finance, LLC at the April 9, 2019 City Council meeting. They analyzed the existing LMD No. 1 structure, prepared a financial analysis, and determined the proper zones and assessment amounts for each tract in order to assure the LMD No.1 is operated with a balanced budget. On January 14, 2020, the City Council approved the Financial Analysis, Redevelopment, and Proposition 218 Report ("Financial Report") prepared by Webb Municipal Finance, LLC. The consultant prepared a detailed analysis and budget for all the existing tracts within the District and recommended that it be rezoned in a manner that allows each tract to pay only for benefits that it is receiving. Thus, ten (10) new Zones were developed to better reflect each tract's unique expenses and revenues and benefits bestowed to its' property owners residing within the Zone, as shown in Attachment 2, the LMD No.1 map. Zone No. 11 was annexed into the LMD No. 1 on November 14, 2023, and is comprised of Tract No. 32370, known as Canterbury.

Additionally, the Financial Report analyzed the LMD No. 1 budget and recommended changes including some increases to the Assessment Units to ensure revenues were sufficient to support the rising expenditures. A Prop 218 hearing was recommended in the Financial Report to change the Assessments needed to balance the budget. Webb Municipal Finance, LLC prepared a "Proposition 218" Engineer's Report that presented the new escalated Assessment Unit rates for each Zone reflected on the Proposition 218 notice and ballot for each Zone. A Prop 218 public hearing was held on December 8, 2020 with the results tabulated showing a "No" vote for each of the ten Zones. Thus, the Assessment Unit rate remained unchanged, equal to the rate in the Annual Engineer's Report recommended to be approved as part of this resolution, with no increases despite rising costs. The exception are Zones six through ten whose tracts were annexed into LMD No.1 in 2005, at which time, those property owners authorized the annual CPI adjustment. Zone 11 was annexed into the District after this Financial Report was approved in early 2020. Zone 11 also has a CPI escalator, similar to Zones six through ten.

Since the Prop 218 public hearing held on December 8, 2020, certain operational adjustments (i.e. maintenance contract scope reduction and reduction in watering) have been made to reduce costs.

The Annual Engineer's Report requested to be approved as part of this Resolution lists the Assessment Unit (AU) rates and costs to be levied to the property owners within LMD No. 1 for FY 2026/2027.

During the upcoming Fiscal Year 2026-27, Engineering Division staff will prepare a detailed analysis of the costs to create and maintain a new Zone 12, consisting of the major thoroughfares currently in LMD No. 1. The streets may include: Wilson Street, Highland Home Road, S. Hathaway Street, and S. Hargrave Street. The feasibility of a new Zone 12 to include landscape maintenance and utility costs will be analyzed.

JUSTIFICATION:

The City Council approved the formation of Landscape Maintenance District (LMD) No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of this Resolution will enable the assessments to be collected from the property owners located within LMD No. 1 to provide for the funding required to maintain landscape areas located within the public right-of-way directly benefiting said property owners.

FISCAL IMPACT:

Based on the proposed assessments in the Engineer's Report, the estimated revenues for Fiscal Year 2026/2027 for LMD No. 1 will be $164,031.63, with the 3.25% CPI increase applied to the existing tracts annexed into the District in 2005 and 2023, respectively: Tracts 28252, 30793, 31833, 31834, 31835 and 30906, Zones six through ten and Tract 32370, Zone 11 of Annexation No. 2. If approved, the annual assessment for a single-family dwelling in Zones six through ten would increase from the current rate of $267.55 to $276.25 and in Zone 11, from $415.83 to $429.35.

The estimated expenses for FY 26/27 are $183,492.41(based on FY 2025/2026 actual costs). About $40,000 of these expenses are from each Zones' reserves in Zones 2, 6 and 10 and are being used for projects that have not previously been done and include: removal of diseased trees and sidewalk repair in Zone 2; converting to a drip irrigation system and refreshing plants in Zone 6; and tree trimming along Mountain Ave. in Zone 10.

Attachment 6 identifies funding reserve balances in each zone. Some of the zones (Zones 3,4, 5 and 9) do not have sufficient reserves to cover the projected expenses in future years; therefore, a further reduction in maintenance services is imminent to reduce costs.

ATTACHMENTS:

1. Resolution 2026-54.docx
2. LMD No.1 Map of Zones 1 thru 11 Combined.pdf
3. Engineer's Report FY 2026 2027.pdf
4. Tentative Schedule for Updating LMD No. 1.doc
5. LMD No. 1 Tracts, Zones and Assessments for FY 26-27.docx
6. Zone Funding.docx
7. Resolution No. 2026-17, CC Meeting on 1.27.26.pdf

RESOLUTION 2026-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, IN CONNECTION WITH THE CITY OF BANNING LANDSCAPE MAINTENANCE DISTRICT NO. 1, DECLARING ITS INTENTION TO LEVY AND COLLECT ASSESSMENTS WITHIN THE CITY OF BANNING LANDSCAPE MAINTENANCE DISTRICT NO. 1 FOR FISCAL YEAR 2026-27, APPROVING THE REPORT OF THE ENGINEER FOR FISCAL YEAR 2026-27 AND APPOINTING A TIME AND PLACE FOR HEARING PROTESTS

WHEREAS, on August 14, 1990, the City Council of the City of Banning ("City Council") adopted Resolution 1990-59, authorizing the formation of Landscape Maintenance District No. 1 ("LMD No. 1" or the "District"); and

WHEREAS, on May 10, 2005, the City Council adopted Resolution 2005-36, ordering the annexation of an additional five tracts and three tentative tracts to the City's LMD No. 1 ("Annexation No. 1 Tracts"); and

WHEREAS, on November 14, 2023, the City Council adopted Resolution 2023-177, ordering the annexation of Tract No. 32370, known as Canterbury, to the City's LMD No. 1 ("Annexation No. 2 Tract"); and

WHEREAS, on January 27, 2026, the City Council adopted Resolution 2026-17, initiating proceedings for the levy of an assessment for fiscal year 2026-27 in connection with LMD No. 1 pursuant to the "Landscaping and Lighting Act of 1972," Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code (the "Act"), for the operation, maintenance and servicing of landscape medians, parkways, perimeter strips and slopes adjacent to sidewalks, flood detention or retention basins, and the irrigation of the above facilities and all appurtenant facilities related thereto; and

WHEREAS, by Resolution 2026-17, the City Council also ordered the City Engineer to prepare and file a written Report with the City Clerk in accordance with Article 4 (commencing with Section 22565) of Chapter 1 of Part 2 of Division 15 of the Act; and

WHEREAS, the Deputy Director of Public Works/City Engineer has prepared and filed with the City Clerk, and the City Clerk has presented to the City Council, a report dated March, 2026 that is titled "Engineer's Report for FY 2026-27 City of Banning Landscape Maintenance District No. 1" (the "Report"); and

WHEREAS, it is essential that the City Council adopt this Resolution, so that the City may assess and collect assessments from the property owners located within LMD No. 1; and

WHEREAS, the City Council hereby finds that funding for LMD No. 1 is available through a special assessment of property owners located within the District.

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

SECTION 1. The City Council has carefully examined and reviewed the Report, and the Report is approved as filed and considered final.

SECTION 2. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order, the levy and collection of assessments against the lots and parcels of property within LMD No. 1 pursuant to the provisions of the Act for Fiscal Year 2026-27, commencing July 1, 2026, and ending June 30, 2027, to pay for the costs and expenses of the improvements described below in Section 3. The boundaries of the District are located in the City of Banning, County of Riverside, and are shown on Exhibit "A" to this Resolution and on the District Location Map in Section 4 of the Report.

SECTION 3. The existing improvements are briefly described as follows: landscaped street medians and parkways, landscaped perimeter strips and backup walls, landscaped side slopes adjacent to sidewalks, landscaped hillsides with high visibility, landscaped flood detention or retention basins, open spaces, and equestrian trails, drainage channel bordering Tract 23446, and the irrigation of the above facilities and all appurtenant facilities related thereto.

SECTION 4. The assessments to be levied and collected against the assessable lots and parcels of property within Tracts 21882, 22810, 22811, 22913, 23446, 23598, 29721, 30186, 30222, and 32109 within the District for fiscal year 2026-27 are not proposed to increase from the assessments levied and collected last fiscal year 2025-26. The assessments to be levied and collected against the assessable lots and parcels of property within the Annexation No. 1 Tracts (Tracts 28252, 30793, 30906, 31833, 31834, and 31835) and Annexation No. 2 Tract 32370 are proposed to increase by a 3.25% Consumer Price Index ("CPI") increase from the assessments levied and collected against the assessable lots and parcels of property within the Annexation No. 1 and No. 2 Tracts from last fiscal year 2025-26, as authorized by the property owners' assessable lots and parcels of property within the Annexation No. 1 and No. 2 Tracts at the time of annexation into LMD No. 1 in 2005 and 2023, respectively.

SECTION 5. Reference is made to a map on file in the offices of the City Clerk and the City Engineer, attached as Exhibit "A," and open for public inspection for a description of the exterior boundaries of the District and the improvements described in Section 3. Reference is further made to the Report on file in the office of the City Clerk, for a full and detailed description of the improvements, the boundaries of the District and any zones therein, and the proposed assessments upon assessable lots and parcels of land within the District.

SECTION 6. NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL APPOINTS TUESDAY, THE 28TH DAY OF APRIL, 2026, AT THE HOUR OF 5:00 P.M., IN THE COUNCIL CHAMBERS AT CITY HALL, CITY OF BANNING, 99 E RAMSEY STREET, BANNING, CALIFORNIA 92220, AS THE TIME AND PLACE FOR THE HEARING OF PROTESTS OR OBJECTIONS TO THE LEVY OF THE PROPOSED ASSESSMENTS IN CONNECTION WITH THE DISTRICT. All interested persons shall be afforded the opportunity to hear and be heard. Any interested person may file a written protest with the City Clerk prior to the conclusion of the hearing. A written protest shall state all grounds of objection. A protest by a property owner shall contain a description sufficient to identify the property owned by the signer. The City Council shall consider all oral statements, and all written protests made or filed by any interested person.

SECTION 7. The Deputy City Clerk shall give notice of the time and place of said public hearing by publishing this Resolution once in a local newspaper notice not less than ten (10) days before the date of the hearing in accordance with the provisions of Streets and Highways Code Sections 22552 and 22553 and Government Code Section 6061.

SECTION 8. The Deputy City Clerk shall certify the adoption of this resolution and shall cause a certified resolution to be filed in the book of original resolutions.

PASSED, APPROVED AND ADOPTED this 24th day of March, 2026.

Richard Royce, Mayor
City of Banning

ATTEST:

Sandra Calderon, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Sandra Calderon, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2026-54, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March, 2026 by the following vote, to wit:

AYES:

NOES:

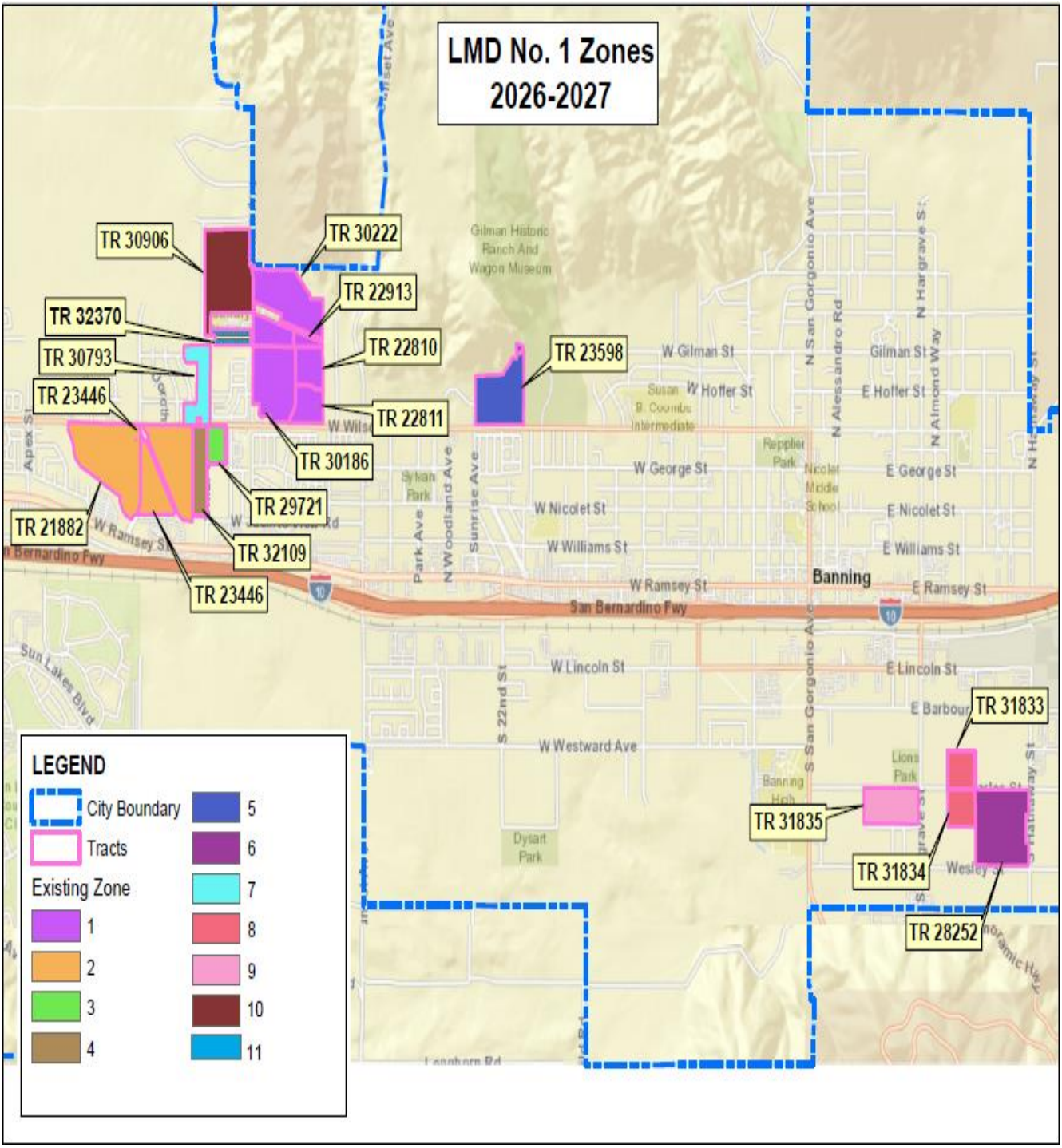
ABSENT:

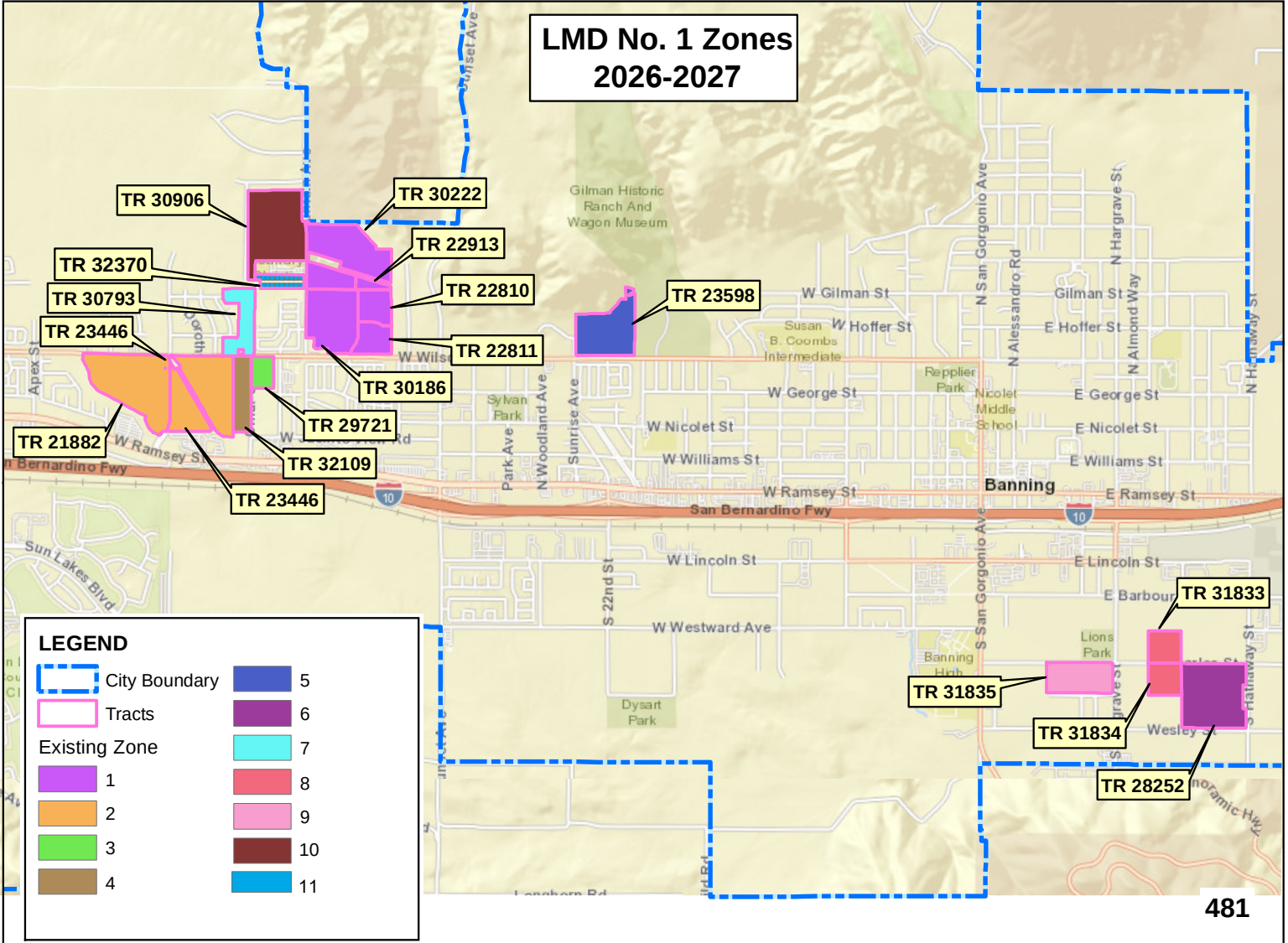
ABSTAIN:

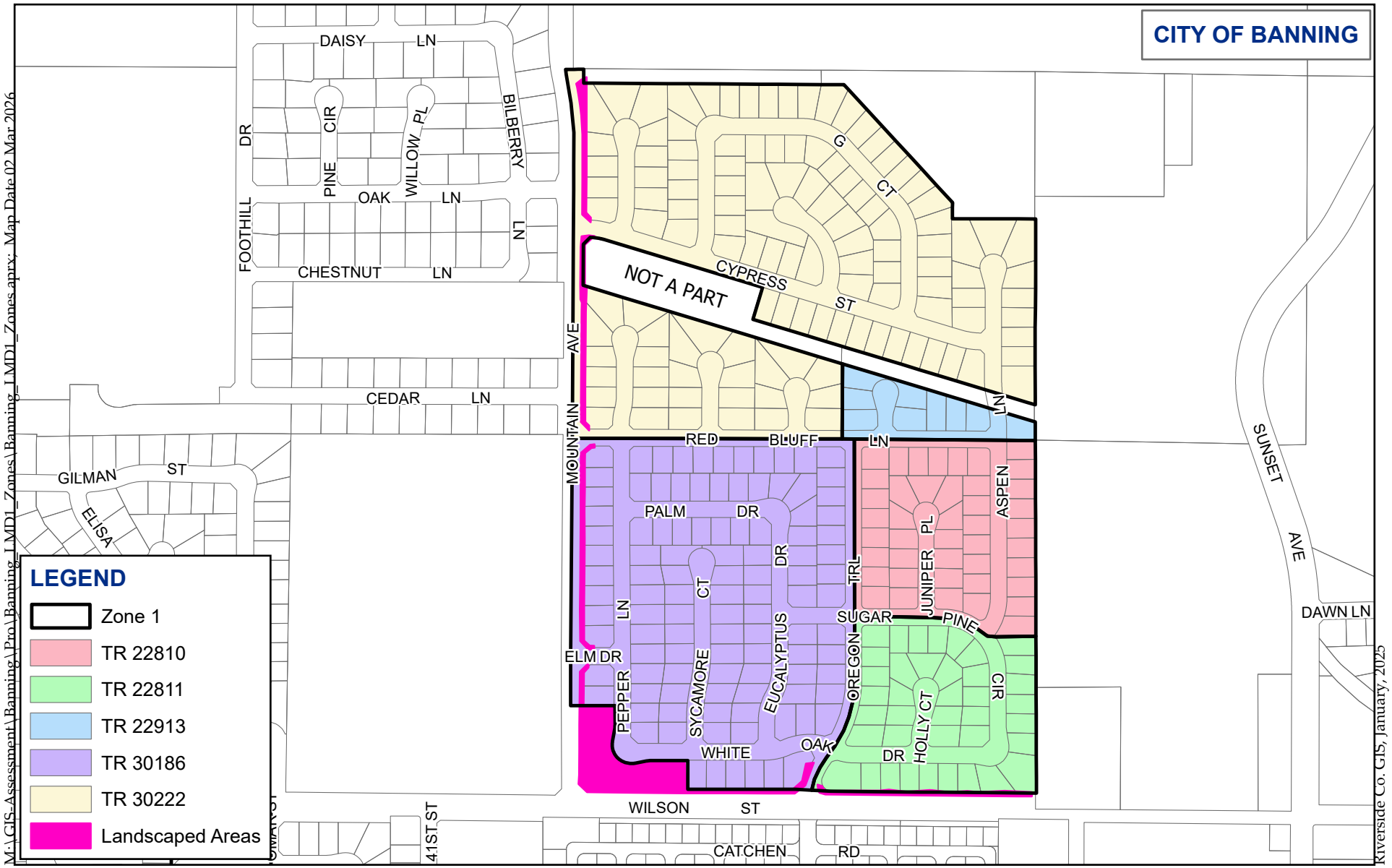
Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT "A"

Landscape Maintenance District No. 1 Map

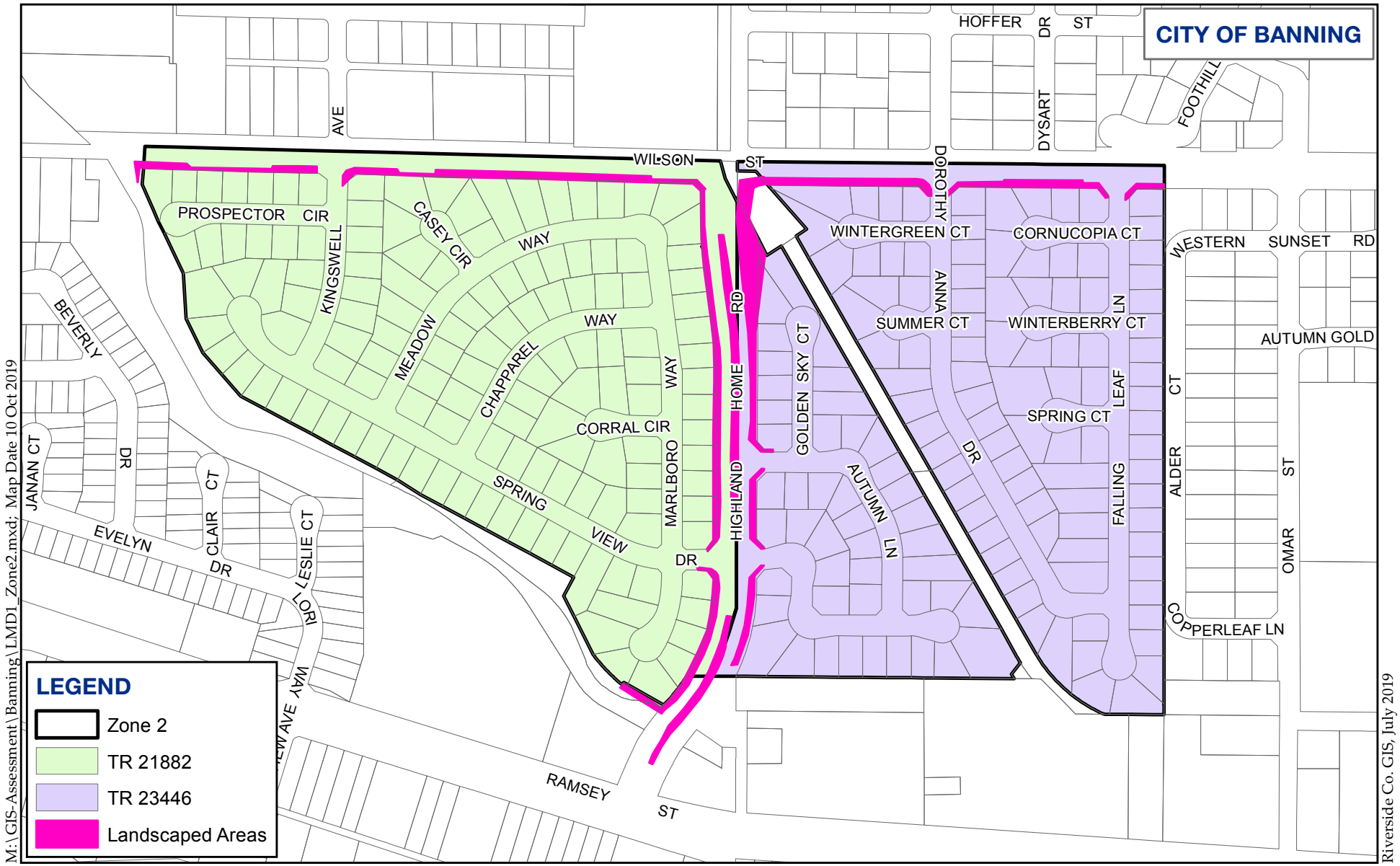



LMD No. 1 Zones
2026-2027
TR 30906
TR 30222
TR 22913
TR 32370
TR 22810
TR 30793
TR 23598
TR 23446
TR 22811
TR 30186
TR 29721
TR 21882
TR 32109
TR 23446
TR 31833
TR 31835
TR 31834
TR 28252
Gilman Historic Ranch And Wagon Museum
W Gilman St
W Hoffer St
Susan B. Coombs Intermediate
W George St
W Nicolet St
W Williams St
W Ramsey St
San Bernardino Fwy
W Lincoln St
W Westward Ave
Banning
E Hoffer St
E George St
E Nicolet St
E Williams St
E Ramsey St
E Lincoln St
E Barbour
Gilman St
Repplier Park
Nicolet Middle School
Sylvan Park
Dysart Park
Lions Park
Banning High
Wesley St
Sun Lakes Blvd
Apex St
Park Ave
N Woodland Ave
Sunrise Ave
S 22nd St
N San Gorgonio Ave
S San Gorgonio Ave
N Alessandro Rd
N Almond Way
N Hargrave St
S Hathaway St
LEGEND
City Boundary
Tracts
Existing Zone
1
2
3
4
5
6
7
8
9
10
11



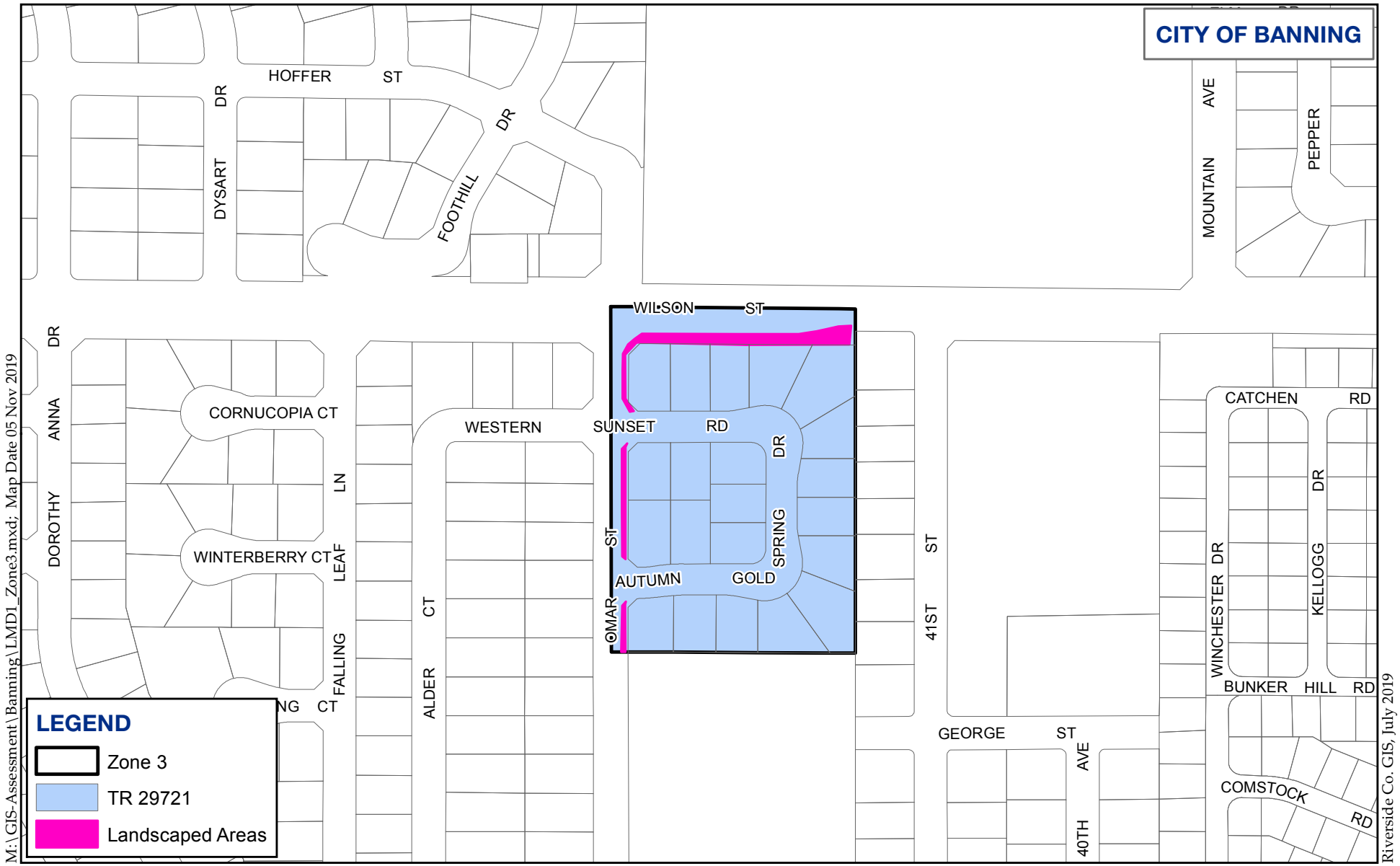
Landscape Maintenance Areas
LMD 1 Proposed Zone 1

Webb MUNICIPAL FINANCE



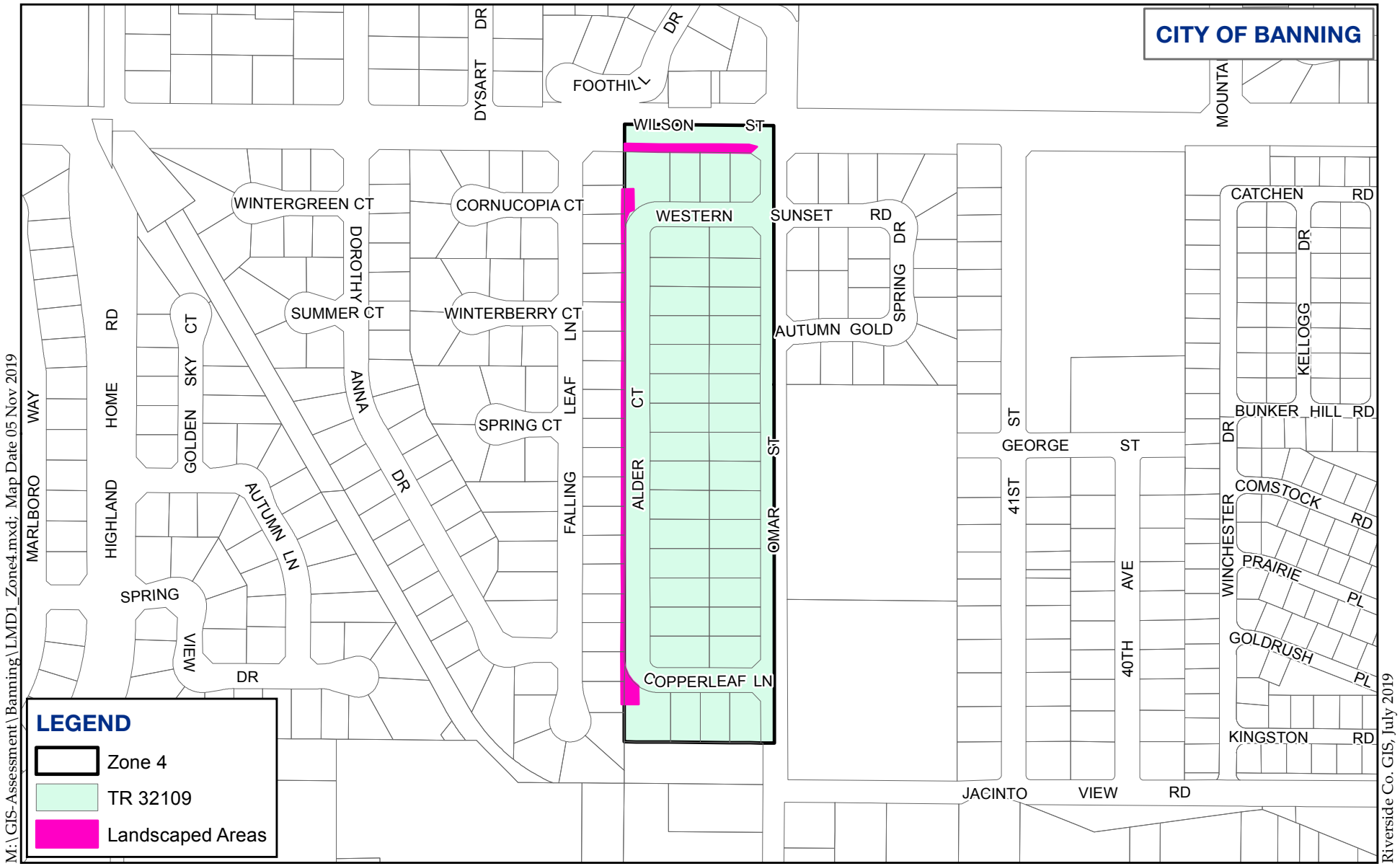
Landscape Maintenance Areas
LMD1 Proposed Zone 2

ALBERT A. WEBB ASSOCIATES



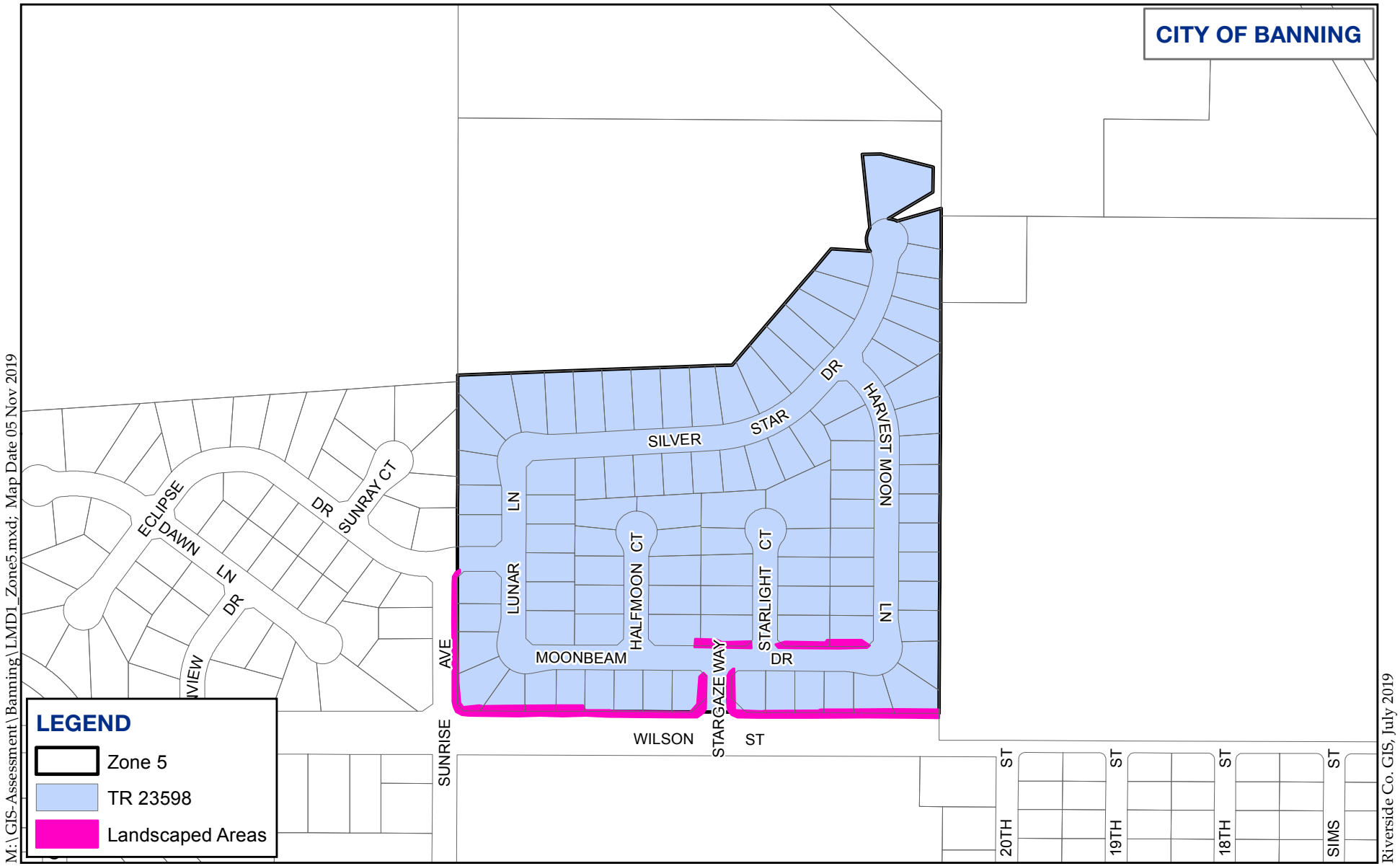
Landscape Maintenance Areas
LMD1 Proposed Zone 3

ALBERT A. WEBB ASSOCIATES



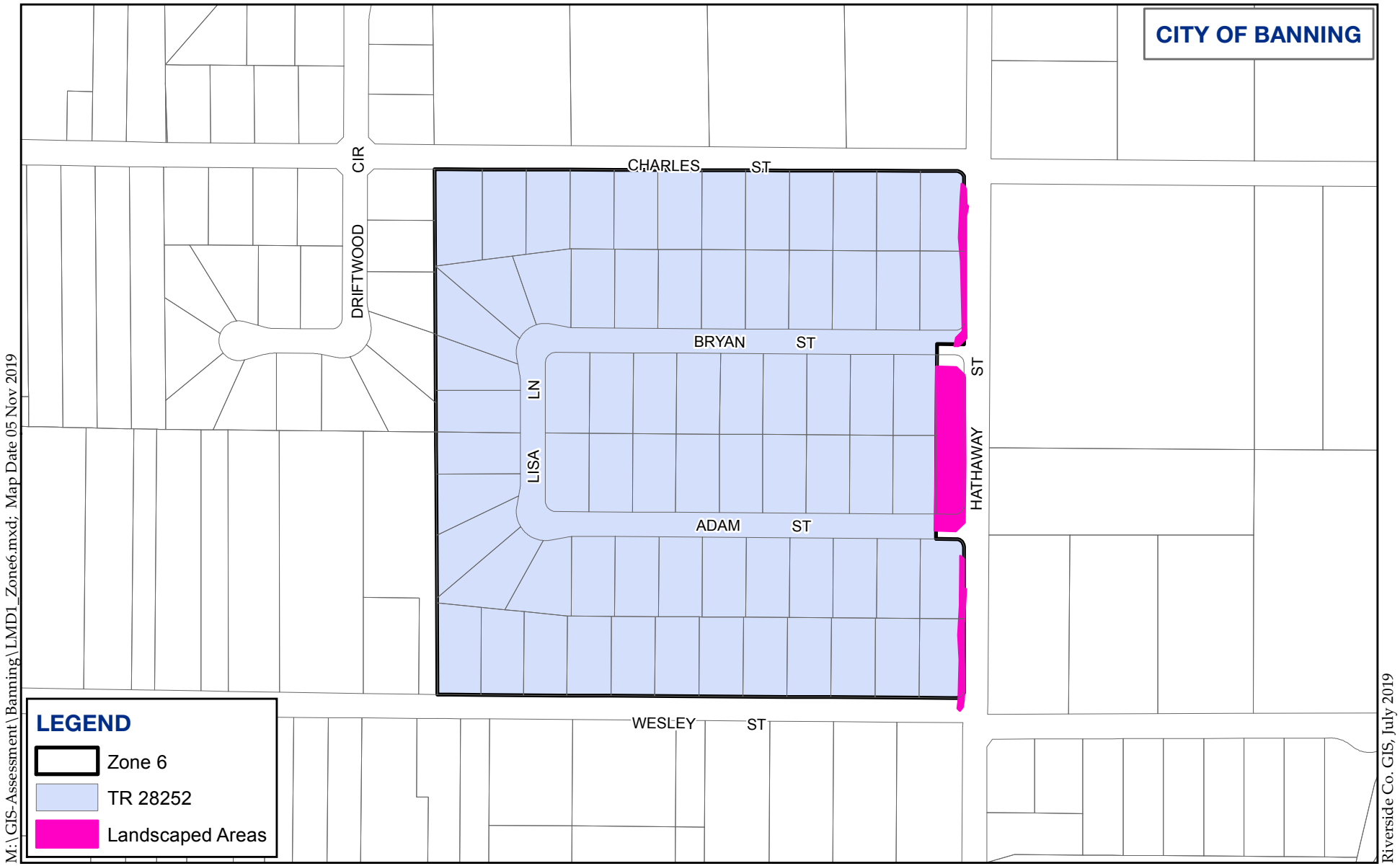
Landscape Maintenance Areas
LMD1 Proposed Zone 4

ALBERT A. WEBB ASSOCIATES



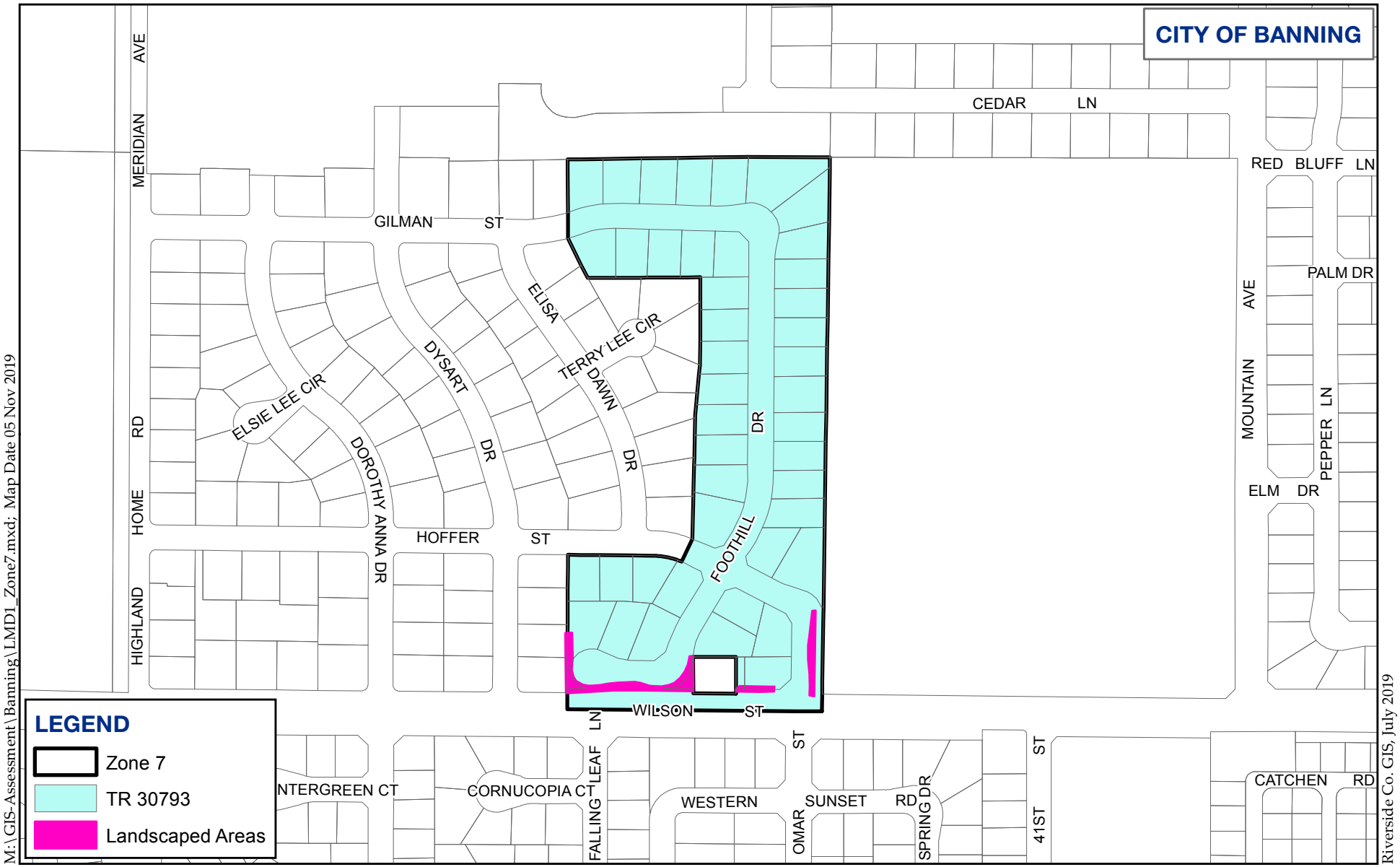
Landscape Maintenance Areas
LMD1 Proposed Zone 5

ALBERT A. WEBB ASSOCIATES



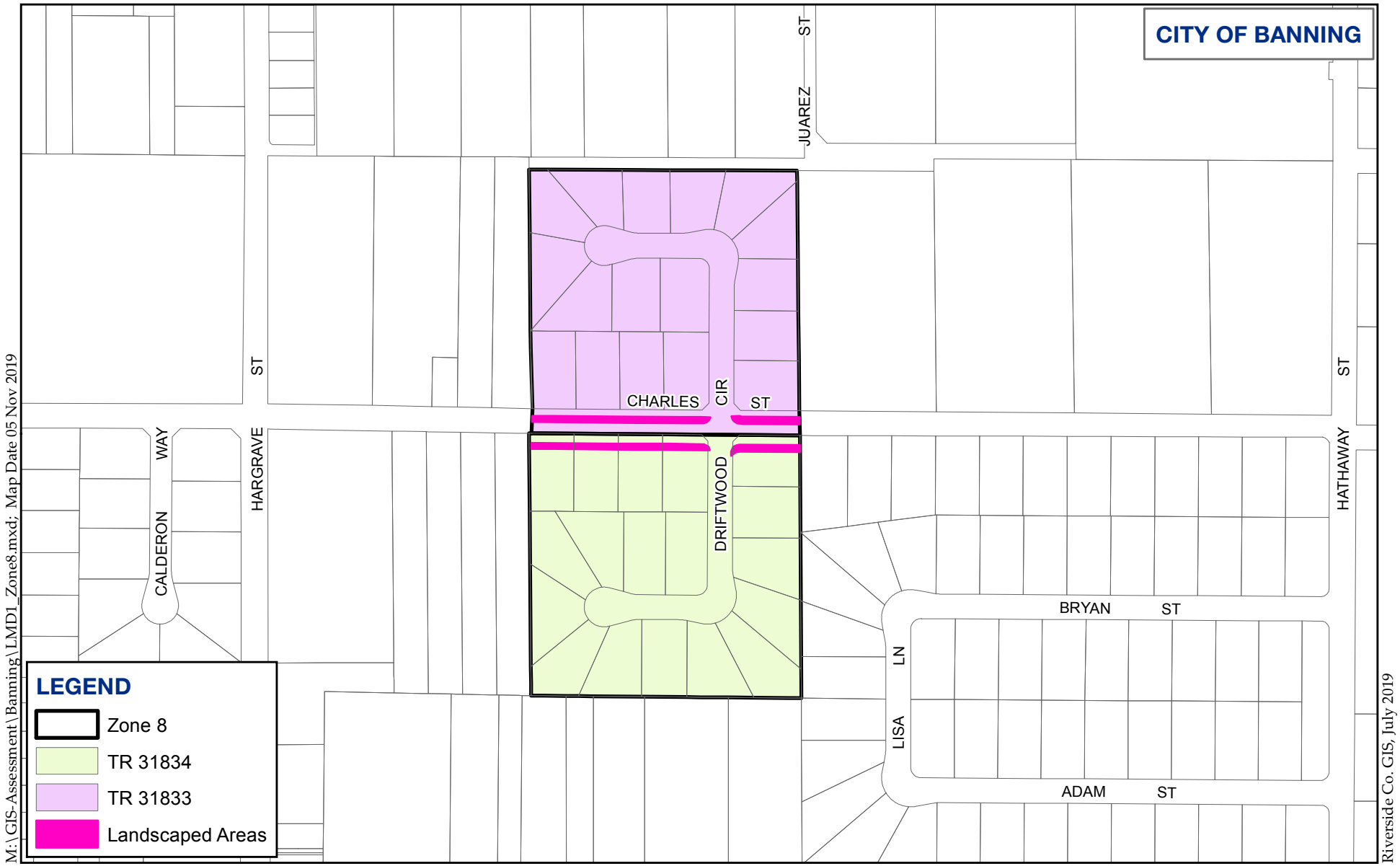
Landscape Maintenance Areas
LMD1 Proposed Zone 6

ALBERT A. WEBB ASSOCIATES



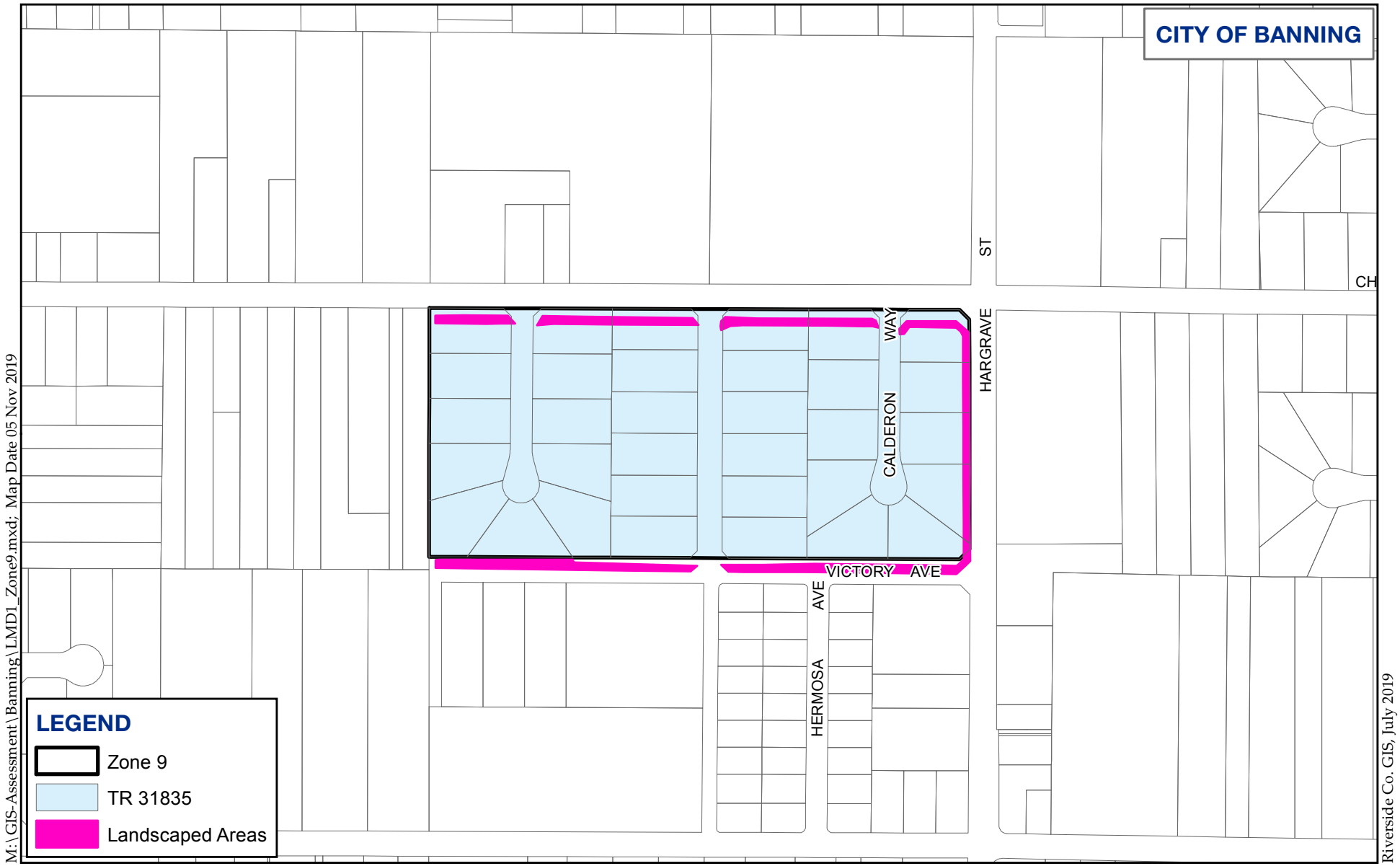
Landscape Maintenance Areas
LMD1 Proposed Zone 7

ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 8

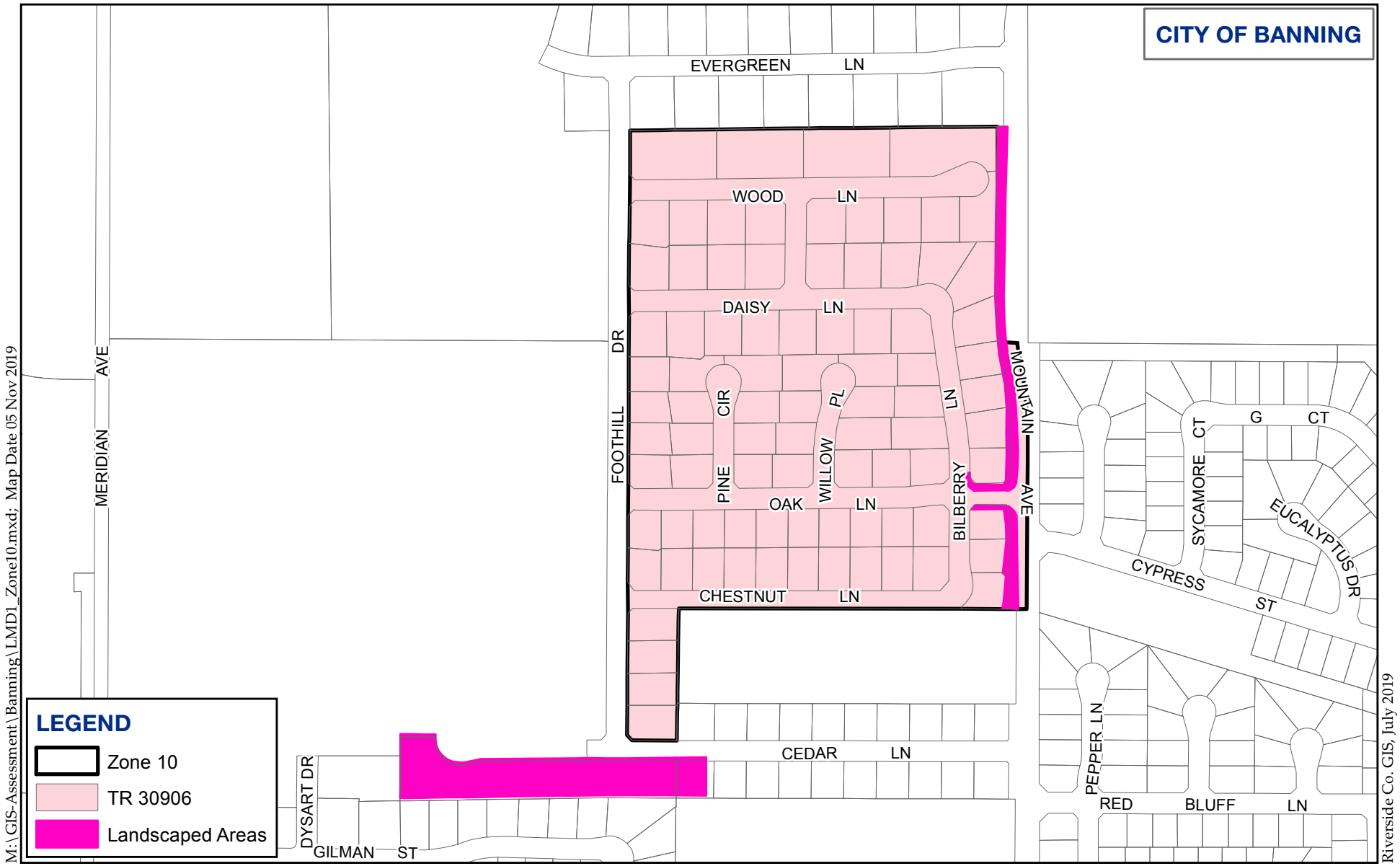
ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 9

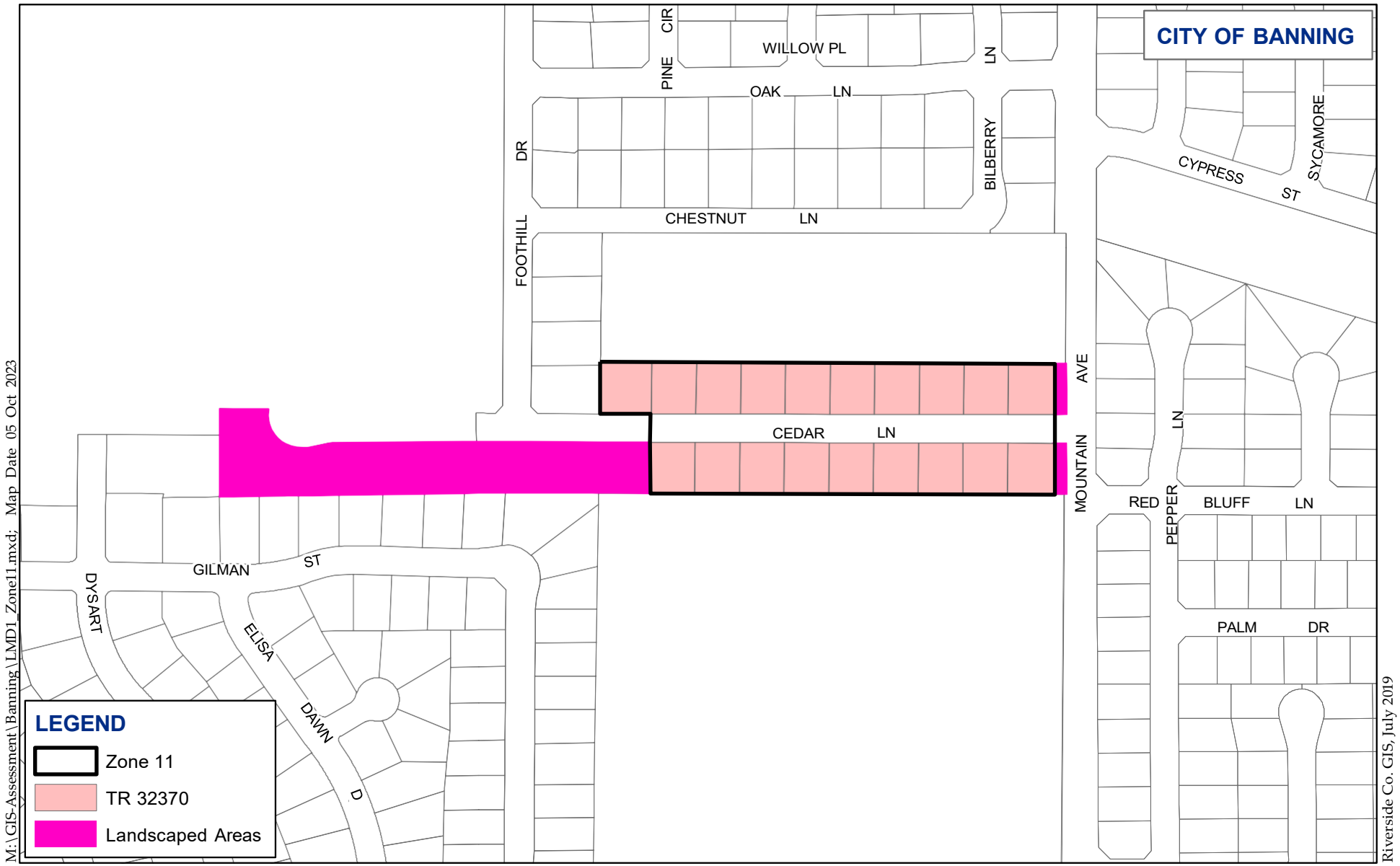
0 250 500 750 1,000 Feet

ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 10

ALBERT A. WEBB ASSOCIATES



Landscape Maintenance Areas
LMD1 Proposed Zone 11

0 400 800 1,200 Feet

Webb MUNICIPAL FINANCE

Engineer's Report for FY 2026-27

City of Banning

Landscape Maintenance District No. 1

March, 2026

Prepared by: Public Works Department,
City of Banning
99 E. Ramsey Street
Banning, CA 92220

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Appendix

Appendix A. Assessment Roll ____ A

AGENCY: CITY OF BANNING

PROJECT: ENGINEER'S REPORT

DISTRICT: LANDSCAPE MAINTENANCE DISTRICT NO. 1

TO: CITY COUNCIL OF CITY OF BANNING
STATE OF CALIFORNIA

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the order of the City Council of the City of Banning, this report is prepared in compliance with the requirements of Article 4, Chapter 1, Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of the State of California.

This report presents the engineering analysis for the 2026/2027 Fiscal Year renewal of the district known as:

LANDSCAPE MAINTENANCE DISTRICT NO. 1

CITY OF BANNING

(Hereinafter referred to as "District")

This District, by special benefit assessments, provides funding for the servicing and maintenance of certain landscaped areas within the City of Banning, all of which are located in public right-of-ways in the City of Banning.

Section 22573, Landscaping and Lighting Act of 1972, requires assessments to be levied according to benefit rather than according to assessed value. The section states:

> "The net amount to be assessed upon lands within as assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements.
>
> The determination of whether or not a lot or parcel will benefit from the improvements shall be made pursuant to the Improvement Act of 1911 (Division 7 commencing with Section 5000 of the Streets and Highways Code, State of California)."

The 1972 Act also provides for the classification of various areas within an assessment district into difference zones where;

> "by reason of variations in the nature, location and extent of the improvements, the various areas will receive differing degrees of benefit from the improvements. A zone shall consist of all territory which will receive substantially the same degree of benefit from the improvements." An assessment district may consist of contiguous or noncontiguous areas.
>
> As the assessments are levied on the basis of benefit, they are considered a user's fee, not a tax and therefore, are not governed by Article XIIIA of the California Constitution.

Properties owned by public agencies, such as a City, County, State or the Federal Government, are not assessable without the approval of the particular agency and, normally, are not assessed.

PROPOSITION 218

On November 5, 1996, the California electorate approved Proposition 218, the "Right to Vote on Taxes Act." Proposition 218 adds articles XIIIC and XIIID to the California Constitution and makes numerous changes to local government finance law. Proposition 218 provides in relevant part:

> No …assessment … shall be assessed by any agency upon any parcel of property… as an incident of property ownership except:

(1) The ad valorem property tax…
(2) Any special tax receiving a two-thirds vote..

There are exceptions to this provision. Article XIIID, Section 5, Subsection (b) provides: Any assessment imposed pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment is initially imposed. Subsequent increases in such assessments shall be subject to the procedures and approval process set forth in Section 4.

SECTION 1 **PLANS AND SPECIFICATIONS:** Provides a description of the appurtenant Zones within the District and the overall nature and extent of the improvements and services provided. The proposed increased assessments as outlined in this Report are based on the local landscaping improvements and appurtenant facilities that provide a special benefit to the properties within these Zones and operational expenses authorized pursuant to the Landscape and Lighting Act of 1972.

SECTION 2 **METHOD OF APPORTIONMENT:** Provides a discussion of the general and special benefits associated with the overall local landscaping improvements provided within the District (Proposition 218 Benefit Analysis). This Section also outlines the method of calculating each property's proportional special benefit necessary to calculate the property's annual assessment. This method of apportionment is consistent with the previously adopted method of apportionment for the District, which was approved by the property owners in a protest ballot proceeding conducted when the original Zones were formed.

SECTION 3 **ESTIMATE OF COSTS:** The budget identifies an estimate of anticipated annual expenses to service, maintain, and operate existing landscape improvements within each Zone for FY 2026-27 including, but not limited to, servicing of those improvements and related facilities, utility costs, contractor costs and related incidental expenses authorized by the 1972 Act. The budget also identifies the maximum and proposed assessment rates for each Zone of the District.

SECTION 4 **DISTRICT DIAGRAMS:** Showing the boundaries of the Zones within the District and the parcels determined to receive special benefit from the various Zone improvements. These diagrams also provide a visual depiction of the location of the landscaped areas being maintained. Parcel identification, the lines and dimensions of each lot, parcel and subdivision of land within the Zones are shown on the Riverside County Assessor's Parcel Maps and shall include any subsequent lot

line adjustments or parcel changes therein. Reference is hereby made to the Riverside County Assessor's Parcel Maps for a detailed description of the lines and dimensions of each lot and parcel of land within the Zones.

SECTION 5 **ASSESSMENT ROLL:** A listing of the proposed assessment amount for each parcel within the District. The proposed assessment amount for each parcel is based on the parcel's calculated proportional special benefit as outlined in the method of apportionment and proposed assessment rates established in the District Budget. These assessment amounts represent the assessments proposed to be levied and collected on the Riverside County Tax Rolls for FY 2026-27.

i. Engineer's Statement

I, Nathan Smith, a Professional Civil Engineer, acting on behalf of the City of Banning (the "City"), pursuant to the Landscaping and Lighting Act of 1972 (California Streets and Highways Code Section 22500 et seq.) (the "1972 Act"), do hereby submit the following:

Pursuant to Article XIII D, Section 4 of the California Constitution, presenting plans and specifications describing the general nature, location and extent of the improvements to be maintained, an estimate of the costs of the maintenance, operations, and servicing of the improvements for the referenced fiscal year, an assessment of the estimated costs of the maintenance, operations and servicing the improvements, assessing the net amount upon all assessable lots and/or parcels within each Zone in proportion to the special benefit received thereby setting the proposed increased assessments;

Reference is hereby made to the Riverside County Assessor's Parcel Maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council of the City of Banning (the "City Council").

Executed this 12th day of March 2026.



Nathan Smith, P.E.
Professional Civil Engineer No. 74754
Deputy Director of Public Works/City Engineer
City of Banning, State of California

Final approval, confirmation and levy of the annual assessments and all matters in the Engineer's Report were made on the_____day of_____2026, by adoption of Resolution No. _____ by the City Council of the City of Banning.

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

A copy of the Preliminary Assessment Roll and Engineer's Annual Levy Report were filed in the Office of the City Clerk on the_____day of_____2026.

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

DESCRIPTION OF THE DISTRICT

The territory within this District consists of all lots and parcels of land that receive special benefit from the landscape improvements maintained and funded by the District assessments. The boundary of the District is completely within the City limits and is shown on the District Location Map in Section 4. Each parcel within the District is assigned to a Zone that funds landscape maintenance services that specially benefit that parcel. The District is comprised of property within the following Tracts.

1. Tract 21882
2. Tract 22810
3. Tract 22811
4. Tract 22913
5. Tract 23446
6. Tract 23598
7. Tract 28252 (Annexation No. 1)
8. Tract 29721
9. Tract 30186
10. Tract 30222
11. Tract 30793 (Annexation No. 1)
12. Tract 30906 (Annexation No. 1)
13. Tract 31833 (Annexation No. 1)
14. Tract 31834 (Annexation No. 1)
15. Tract 31835 (Annexation No. 1)
16. Tract 32109
17. Tract 32370 (Annexation No. 2)

The Tracts indicated above have been included in the District as a condition of tract approval. All parcels of Real Property included within the District are described in detail on maps on file in the Riverside County Assessor's Office and in the Office of the City Engineer.

ZONE DESCRIPTION AND IMPROVEMENTS

The boundaries of each Zone within the District are based on the improvements being maintained through the District assessments and the relationship and/or proximity of the developments and properties that derive special benefit from those specific improvements. The location, extent and types of improvements or similar types of improvements identified within each Zone and the various parcels and developments that created the need for such improvements were utilized in establishing the boundaries of these Zones and proportional special benefit cost allocations. Because most Zone improvements are the result of, and associated with, a particular development or group of developments, the perimeter boundaries of the Zones are typically defined by the perimeter streets of that Zone. The following is a brief description and summary of the landscaped areas associated with each Zone.

Zone 1 – Tract Nos. 22810, 22811, 22913, 30186 and 30222:
Comprised of residential properties generally located on the northeast corner of W. Wilson Street and Mountain Avenue. The total landscaping area being maintained is approximately 125,343 square feet, fronting West Wilson Street and Mountain Avenue, it includes a retention basin.

Zone 2 – Tract Nos. 21882 and 23446:

Comprised of residential properties generally located south of W. Wilson Steet and west of Omar Street. The total landscaping area being maintained is approximately 92,301 square feet fronting W. Wilson Street and Highland Home Road including the median on Highland Home Road.

Zone 3 – Tract No. 29721:
Comprised of residential properties generally located on the southeast corner of W. Wilson Street and Omar Street. The total landscaping area being maintained is approximately 11,652 square feet fronting the tract on W. Wilson Street and Omar Street. Also being maintained is the slope area south of Western Sunset Avenue.

Zone 4 – Tract No. 32109:
Comprised of residential properties generally located on the southwest corner of W. Wilson Street and Omar Street. The total landscaping area being maintained is approximately 18,014 square feet fronting the tract on W. Wilson Street as well as the interior landscaping on Alder Court.

Zone 5 – Tract No. 23598:
Comprised of residential properties generally located on the northeast corner of W. Wilson Street and Eclipse Drive. The total landscaping area being maintained is approximately 29,860 square feet fronting the tract on W. Wilson Street and Eclipse Drive. Also maintained is the landscaping on the interior street, Moon Beam Drive.

Zone 6 – Tract No. 28252:
Comprised of residential properties generally located on the southwest corner of Charles Street and S. Hathaway Street. The total landscaping area being maintained is approximately 37,260 square feet fronting the tract on S. Hathaway Street and includes a retention basin.

Zone 7 – Tract No. 30793:
Comprised of residential properties generally located north of W. Wilson Street and west of Mountain Avenue. The total landscaping area being maintained is approximately 14,392 square feet fronting the tract on W. Wilson Street and Omar Street and includes open space on the interior street, Foothill Drive.

Zone 8 – Tract Nos. 31834 and 31833:
Comprised of residential properties generally located north of Wesley Street and east of Hargrave Street. The total landscape area being maintained is approximately 19,478 square feet fronting both tracts on Charles Street.

Zone 9 – Tract No. 31835:
Comprised of residential properties generally located on the southwest corner of Charles Street and S. Hargrave Street. The total landscape area being maintained is 51,469 square feet surrounding the tract on Charles Street, S. Hargrave Street, and E. Victory Avenue.

Zone 10 – Tract No. 30906:
Comprised of residential properties generally located north of Cedar Lane and west of Mountain Avenue. The total landscape area being maintained is 42,212 square feet fronting the tract on Mountain Avenue and both sides of Oak Lane from Mountain Avenue to Bilberry Lane. Also being maintained is a shared retention basin with Zone 11, amounting to 104,095 square feet.

Zone 11 – Tract No. 32370:
Comprised of residential properties generally located north and south of Cedar Lane and west of Mountain Avenue. The total landscape area being maintained is 4,731 square feet fronting the tract on Mountain Avenue. Also being maintained is a shared retention basin with Zone 10, which is 104,095 square feet.

Potential Zone 12 – Major Roadways:

During the upcoming Fiscal Year 2026-27, Engineering Division staff will prepare a detailed analysis of the costs to create and maintain a new Zone 12, consisting of the major thoroughfares currently in LMD No. 1. The streets may include: Wilson Street, Highland Home Road, S. Hathaway Street, and S. Hargrave Street. The feasibility of a new Zone 12 to include landscape maintenance and utility costs will be analyzed.

DISTRICT FACILITIES AND IMPROVEMENTS

The landscape improvements and facilities being serviced and maintained within the District are as follows:

1. Landscaped street medians and parkways
2. Landscaped perimeter strips and backup walls
3. Landscaped hillsides with high visibility
4. Landscaped side slopes adjacent to sidewalks
5. Landscaped flood detention or retention basins, open spaces, and equestrian trails
6. Drainage channel bordering Tract 23446
7. Irrigation of improvements applicable to the items listed above.

Servicing includes the furnishing of water and electricity for the irrigation of any landscaping, the operation of any fountains, and the maintenance of any other improvements.

Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of any improvement, including:

1. The repair, redesign, removal, or replacement of all or any part of any landscape improvement
2. Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, and treating disease or injury
3. The removal of trimmings, rubbish, debris, and other solid waste.

PROPOSITION 218 COMPLIANCE

On November 5, 1996, California voters approved Proposition 218, entitled “Right to Vote on Taxes Act,” which added Article XIIID to the California Constitution. While its title refers only to taxes, Proposition 218 establishes new procedural requirements for the formation and administration of assessment districts. Proposition 218 also requires that with certain specified exceptions, which are described below, all existing assessment districts must be ratified by the property owners within the District using the new procedures.

Some of these exceptions include:

1. Any assessments imposed exclusively to finance the capital cost or maintenance and operation expenses for streets.

2. Any assessments levied pursuant to a petition signed by the persons owning all of the parcels subject to the assessment at the time the assessment was initially imposed.

However, even if assessments are initially exempt from Proposition 218, if the assessments are increased in the future, the City will need to comply with the provisions of Proposition 218 for that portion of the increased assessment formula (e.g., increase in the Consumer Price Index).

Proposition 218 does not define the term “streets,” however, based on the opinions of the public agency officials, attorneys, assessment engineers, and Senate Bill 919, it has been determined that streets include all public improvements located within the street rights-of-way. This would include median and parkway landscaping, traffic signals, safety lighting, and street lighting.

Proposition 218 defines “assessment” as “any levy or charge upon real property by an agency for a special benefit conferred upon the real property.” Cal. Const., art. XIIID, §2(b). A special assessment, sometimes called a “benefit assessment,” is a charge generally levied upon parcels of real property to pay for benefits the parcels receive from local improvements. Special assessments are levied according to statutory authority granted by the Legislature or, in some instances, local charters. Distinguishing among taxes, fees, and assessments can be difficult and often depends on the context in which the distinction is made. For example, taxes, assessments, and property-related fees may all be imposed on property. The key feature that distinguishes an assessment from a tax, fee, or charge is the existence of a special benefit to real property. Without identifying a special benefit, there can be no assessment.

DISTINGUISHING GENERAL AND SPECIAL BENEFIT

Proposition 218 added a set of procedures and requirements, which local government must follow to levy an assessment. In addition to notice, hearing, and assessment ballot proceedings, Proposition 218 provides that “only special benefits are assessable” and requires a local government to “separate the general benefits from the special benefits conferred on a parcel.”

By its nature, most public improvements financed through an assessment district contain an element of public benefit. The test is: does there exist, with relation to the improvement, a special benefit to the property assessed? The law requires that portion of the cost of the improvement, which benefits the public generally to be separated from that portion of the cost of the improvement, which specially benefits assessed properties. Proposition 218 provides the following definition of “special benefit”:

> “Special benefit” means a particular and distinct benefit over, and above general benefits conferred on real property located in the district or to the public at large. General enhancement of property value does not constitute “special benefit”.

General Benefit

In reviewing the location and extent of the specific landscaped areas and improvements to be funded by the District's Zone assessments and the proximity and relationship to properties to be assessed, it is evident these improvements are local improvements that were installed for the specific benefit of the various tracts and zones within the District. The maintenance of these improvements provides a direct and particular benefit to those properties (i.e. a "special benefit") and provides no specific general benefit.

METHOD OF APPORTIONMENT

Pursuant to the Landscaping and Lighting Act of 1972 and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of improvements shall be identified, and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

The maintenance and servicing of public landscaping facilities installed and constructed in public places in the City of Banning provides a special benefit which is received by each and every lot or parcel within the specified zones

of benefit in the District, tending to enhance the aesthetic appeal of parcels within the landscaping zone and provide a sense of community. Such landscaping improves erosion resistance and dust control, resulting in additional special benefit. The primary benefits of landscaping are as set forth below:

1. Improved aesthetic appeal of nearby parcels due to landscaped backup walls.
2. Improved erosion resistance.
3. Improved dust control.
4. Provides potential "nature walk" for neighborhood.
5. A sense of community pride resulting from well-maintained green spaces.
6. Beautifies and makes useful flood control facilities that would otherwise be unsightly and potentially dangerous.
7. The enhancement of the value of property which results from the foregoing benefits.

ASSESSMENT FORMULA

To proportionally allocate special benefit to each parcel, it is necessary to correlate each property's proportional benefit to other properties that benefit from the improvements and services being funded. In order to do this, the assessment methodology assigns each parcel a number of Assessment Units (AUs) based on land use. One AU is defined as the special benefit received by a single-family home.

Single-Family Residential (SFR) property is used as the basic unit of measure and assigned an assessment unit (AU) of one (1).

Vacant property receives no special benefit from landscaping installed in close proximity to it and is therefore assigned zero AUs, until developed.

Multi-family units (duplexes, triplexes and apartments) are assessed at 0.9 AU for the first 20 units, 0.8 AU for the next 30 units plus the 18 AU for the first 20 units, etc. Please refer to the Assessment Formula for the entire multi-family formula. Multi-family units are assessed at a reduced rate because such units are generally smaller in size than SFR units and therefore have less benefit accruing to them.

Commercial/industrial parcels are assessed at a rate of 5 AUs per acre. The rationale for this is based upon the fact that the majority of SFR parcels have areas between 7,200 and 8,500 square feet. The number of such parcels of land contained in one acre is approximately five (5). Therefore, commercial/industrial property relates to SFR property at 5 AUs per acre. Public utility parcels are assessed at the same rate as commercial parcels for the same reason. Railroad parcels, which contain railroad tracks, are exempt because they receive no benefit from landscaping.

Special land uses are assessed based on a reasonable relationship to SFR parcels. For example, churches are assessed 2 AUs per parcel because they tend to have a benefit that is greater than that received by an SFR but less than a commercial/industrial parcel.

LIMITATION ON ANNUAL ASSESSMENT INCREASES

For the purpose of determining assessments for each fiscal year beyond FY 2026-27, the annual assessments may be increased without further notice or public hearing by a percentage equal to the increase in the Consumer Price

Index (CPI) for all Urban Consumers in the Riverside-San Bernardino-Ontario, CA area, published by the United States Department of Labor, Bureau of Labor Statistics during the preceding available year, provided however, that any such increase shall not exceed five percent (5%) per fiscal year. Each fiscal year the City shall compute the percentage difference between the CPI on January 1, and the CPI for the previous January 1 or a similar time period. This percentage difference shall then establish the range of increased assessments allowed based on CPI.

Note: The City will charge a 3.25% CPI increase to the Assessment Units from Annexation No. 1 and Annexation No. 2 Tracts (Zones 6 through 11) only for FY 2026/2027.

CALCULATION OF ASSESSMENTS

An assessment amount per AU is calculated as follows:

The amount identified as the Total Revenue Costs is divided by the Total AUs of parcels to be Assessed to establish the "Assessment Rate" or "Assessment per AU" for the fiscal year. The Assessment Rate is then applied to each individual parcel's total AUs to calculate the parcel's proportionate special benefit and assessment obligation for the improvements. The original Assessment Units were established in this manner many years ago when the tract was annexed into LMD No.1 but now can only be increased through the Proposition 218 process. The revenue formula shown on the next page must be utilized since the Assessments cannot be increased to rise with the increased costs due to Proposition 218 limitations, except for Zones 6 through 11, which have an approved CPI clause.

Total Estimated Revenues ÷ Total AU (to be Assessed) = Assessment per AU

Example

The FY 2026-27 Total Estimated Revenue for Zone 1 is $34,739.10. There are 319 Assessment Units (AU) in this Zone. To determine the Assessment per AU, due to Proposition 218 limits on increasing the Assessment, the current $108.90/AU must continue to be used:

$34,739.10 ÷ 319 = $108.90 per AU

DISTRICT BUDGET

The following budgets outline each Zone's estimated cost to maintain the Zone's improvements and the anticipated expenditures for FY 2026-27.

Table 3-1
FY 2026-27 Budget

Budget Fiscal Year 2026-27	Zone 1 Tract Nos. 22810, 22811, 22913, 30186, 30222	Zone 2 Tract Nos. 21882 & 23446	Zone 3 Tract No. 29721
DIRECT COSTS			
Landscape Contract	$15,854.00	$15,761.81	$1,225.99
Utilities (water and electric costs)	$2,150.85	$13,826.75	$1,201.43
Landscape Maintenance Costs (PW staff, repairs, plants, etc.)	$6,000.00	$20,000.00*	$1,000.00
TOTAL DIRECT COSTS	$24,004.85	$49,588.56	$3,427.42*
TOTAL COSTS	$24,004.85	$49,588.56	$3,427.42
PROPOSED ASSESSMENT RATE			
AUs	319	272	21
FY 2026-27 Assessment Rate	$108.90	$113.31	$113.31
TOTAL REVENUE	**$34,739.10**	**$30,820.32**	**$2,379.51**

*Note: Zone 2 will utilize reserve funds in FY 26/27 for the removal of diseased trees and sidewalk repair and Zone 3 will utilize reserve funds in FY 26/27 for the deficit.

3. Estimate of Costs

FY 2026-27 Budget

Budget Fiscal Year 2026-27	Zone 4 Tract No. 32109	Zone 5 Tract No. 23598	Zone 6 Tract No. 28252	Zone 7 Tract No. 30793
DIRECT COSTS				
Landscape Contract	$2,300.45	$5,571.16	$6,719.32	$2,245.14
Utilities (water and electric costs)	$3,582.89	$6,159.27	$1,679.07	$1,006.64
Landscape Maintenance Costs (PW staff, repairs, plants, etc.)	$1,000.00	$1,000.00	$10,000.00	$3,000.00
TOTAL DIRECT COSTS	$6,883.34*	$12,730.43*	$18,398.39	$6,251.78
TOTAL COSTS	$6,883.34	$12,730.43	$18,398.39	$6,251.78
PROPOSED ASSESSMENT RATE				
AUs	38	97	70	43
FY 2026-27 Assessment Rate	$113.31	$98.91	$276.25	$276.25
TOTAL REVENUE	**$4,305.78**	**$9,594.27**	**$19,337.50**	**$11,878.75**

*Note: Zones 4 and 5 will utilize reserve funds in FY 26/27 for the deficit.

FY 2026-27 Budget

Budget Fiscal Year 2026-27	Zone 8 Tract Nos. 31833 & 31834	Zone 9 Tract No. 31835	Zone 10 Tract No. 30906	Zone 11 Tract No. 32370
DIRECT COSTS				
Landscape Contract	$2,740.40	$6,416.07	$6,913.74	$1,366.56
Utilities (water and electric costs)	$4,673.19	$3,598.59	$14,901.87	$3,597.20
Landscape Maintenance Costs (PW staff, repairs, plants, etc.)	$1,000.00	$1,000.00	$15,000.00*	$1,000.00
TOTAL DIRECT COSTS	$8,413.59	$11,014.66*	$36,815.61	$5,963.76
TOTAL COSTS	$8,413.59	$11,014.66	$36,815.61	$5,963.76
PROPOSED ASSESSMENT RATE				
AUs	35	33	87	19
FY 2026-27 Assessment Rate	$276.25	$276.25	$276.25	$429.35
TOTAL REVENUE	**$9,668.75**	**$9,116.25**	**$24,033.75**	**$8,157.65**

3. Estimate of Costs

*Note: Zone 9 will utilize reserve funds in FY 26/27 for the deficit and Zone 10 will utilize reserve funds in FY 26/27 for tree trimming along Mountain Ave.

CPI of 3.25% applied to 2005 Annexation No. 1 and 2023 Annexation No. 2 Tracts only, Zones 6 -11.

ASSESSMENT RATES

The following shows the assessment rates applicable to each Zone for FY 2026-27 based on the budget, the method of apportionment presented in this Report and Proposition 218 limits on increasing the Assessment.

Table 3-2
FY 2026-27 Proposed Assessment Rates

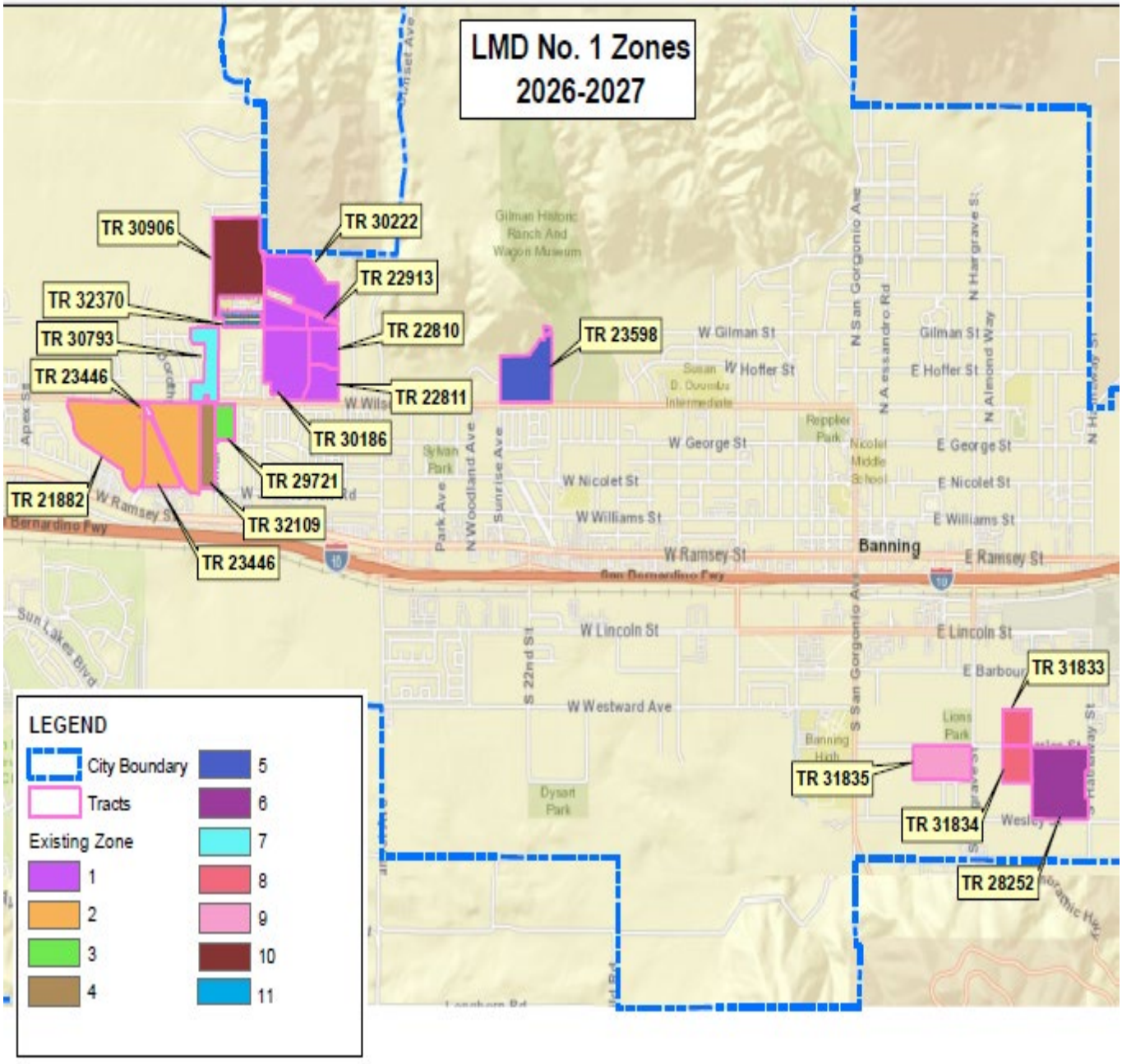
Tracts	Zone	Rates	Total Assessment
22810, 22811, 22913, 30186, 30222	Zone 1	$108.90 per AU	$34,739.10
21882 & 23446	Zone 2	$113.31 per AU	$30,820.32
29721	Zone 3	$113.31 per AU	$2,379.51
32109	Zone 4	$113.31 per AU	$4,305.78
23598	Zone 5	$98.91 per AU	$9,594.27
28252	Zone 6	$276.25 per AU	$19,337.50
30793	Zone 7	$276.25 per AU	$11,878.75
31833 & 31834	Zone 8	$276.25 per AU	$9,668.75
31835	Zone 9	$276.25 per AU	$9,116.25
30906	Zone 10	$276.25 per AU	$24,033.75
32370	Zone 11	$429.35 per AU	$8,157.65

Total Assessments: $164,031.63

CPI of 3.25% applied to 2005 Annexation No. 1 and 2023 Annexation No. 2 Tracts only, Zones 6 -11.

DISTRICT DIAGRAM

The following diagram depicts the parcels within the Zones that make up the District, which are those that existed at the time this Report was prepared.



ASSESSMENT ROLL CERTIFICATION

Parcel identification for each lot within the District is based on available parcel maps and property data from the Riverside County Assessor's Office. A listing of the parcels to be assessed within the District, along with the corresponding assessment amounts for FY 2026-27, has been attached to this Engineer's Report as Appendix "A" and is on file in the Office of the City Engineer of the City of Banning. If any parcel identified therein is submitted for collection and identified by the Riverside County Auditor/Controller of the County of Riverside to be an invalid parcel number for any fiscal year, a corrected parcel number/numbers will be identified and resubmitted to the Riverside County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment, as described in this Report and approved by the City Council.

Number	APN	Tract	Assessment Unit (AU)
1	535321001	22810	$108.90
2	535321002	22810	$108.90
3	535321003	22810	$108.90
4	535321004	22810	$108.90
5	535321005	22810	$108.90
6	535321006	22810	$108.90
7	535321007	22810	$108.90
8	535321008	22810	$108.90
9	535321009	22810	$108.90
10	535321010	22810	$108.90
11	535321011	22810	$108.90
12	535321012	22810	$108.90
13	535321013	22810	$108.90
14	535321014	22810	$108.90
15	535321015	22810	$108.90
16	535321016	22810	$108.90
17	535321017	22810	$108.90
18	535321018	22810	$108.90
19	535321019	22810	$108.90
20	535321020	22810	$108.90
21	535321021	22810	$108.90
22	535321022	22810	$108.90
23	535321023	22810	$108.90
24	535321024	22810	$108.90
25	535321025	22810	$108.90
26	535321026	22810	$108.90
26	535321026	22810	$108.90
28	535321028	22810	$108.90
29	535321029	22810	$108.90
30	535321030	22810	$108.90
31	535321031	22810	$108.90
32	535321032	22810	$108.90
33	535321033	22810	$108.90
34	535322001	22810	$108.90
35	535322002	22810	$108.90
36	535322003	22810	$108.90
37	535322004	22810	$108.90
38	535322005	22810	$108.90

39	535322006	22810	$108.90
40	535322007	22810	$108.90
41	535322008	22810	$108.90
42	535322009	22810	$108.90
43	535322010	22810	$108.90
1	535322012	22811	$108.90
2	535322013	22811	$108.90
3	535322014	22811	$108.90
4	535322015	22811	$108.90
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105	535401025	30222	$108.90
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TOTAL:	**Tracts 22810,22811,22913, 30186 and 30222**	**319 AUs**	**$34,739.10**

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25	419342012	21882	$113.31
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40	419342026	21882	$113.31
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64	419351018	21882	$113.31
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93	419361002	21882	$113.31
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129	419363002	21882	$113.31
130	419363003	21882	$113.31
131	419363004	21882	$113.31
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134	419363007	21882	$113.31

Number	APN	Tract	Assessment Unit (AU)
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18	537252007	23446	$113.31
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117	537262001	23446	$113.31
118	537262002	23446	$113.31
119	537262003	23446	$113.31
120	537262004	23446	$113.31
121	537262005	23446	$113.31
122	537262006	23446	$113.31
123	537262007	23446	$113.31
124	537262008	23446	$113.31
125	537262009	23446	$113.31
126	537263001	23446	$113.31
126	537263002	23446	$113.31
128	537263003	23446	$113.31
129	537263004	23446	$113.31
130	537263005	23446	$113.31
131	537263006	23446	$113.31
132	537263007	23446	$113.31
133	537263008	23446	$113.31
134	537263009	23446	$113.31
135	537263010	23446	$113.31
136	537263011	23446	$113.31
137	537263012	23446	$113.31
138	537263013	23446	$113.31

TOTAL:	**Tracts 21882 and 23446**	**262 AUs**	**$30,820.32**

Number	APN	Tract	Assessment Unit (AU)
1	537030021	29721	$113.31
2	537030022	29721	$113.31
3	537030023	29721	$113.31
4	537030024	29721	$113.31
5	537030025	29721	$113.31
6	537030026	29721	$113.31
7	537030026	29721	$113.31
8	537030028	29721	$113.31
9	537030029	29721	$113.31
10	537030030	29721	$113.31
11	537030031	29721	$113.31
12	537030032	29721	$113.31

13	537030033	29721	$113.31
14	537030034	29721	$113.31
15	537032001	29721	$113.31
16	537032002	29721	$113.31
17	537032003	29721	$113.31
18	537032004	29721	$113.31
19	537032005	29721	$113.31
20	537032006	29721	$113.31
21	537032007	29721	$113.31

TOTAL:	**Tract 29721**	**21 AUs**	**$2,379.51**

Number	APN	Tract	Assessment Unit (AU)
1	537260001	32109	$113.31
2	537260002	32109	$113.31
3	537260003	32109	$113.31
4	537260004	32109	$113.31
5	537261001	32109	$113.31
6	537261002	32109	$113.31
7	537261003	32109	$113.31
8	537261004	32109	$113.31
9	537261005	32109	$113.31
10	537261006	32109	$113.31
11	537261007	32109	$113.31
12	537261008	32109	$113.31
13	537261009	32109	$113.31
14	537261010	32109	$113.31
15	537261011	32109	$113.31
16	537261012	32109	$113.31
17	537261013	32109	$113.31
18	537261014	32109	$113.31
19	537261015	32109	$113.31
20	537261016	32109	$113.31
21	537261017	32109	$113.31
22	537261018	32109	$113.31
23	537261019	32109	$113.31
24	537261020	32109	$113.31
25	537261021	32109	$113.31
26	537261022	32109	$113.31
26	537261023	32109	$113.31
28	537261024	32109	$113.31
29	537261025	32109	$113.31
30	537261026	32109	$113.31
31	537261026	32109	$113.31
32	537261028	32109	$113.31

33	537261029	32109	$113.31
34	537261030	32109	$113.31
35	537262001	32109	$113.31
36	537262002	32109	$113.31
37	537262003	32109	$113.31
38	537262004	32109	$113.31

TOTAL:	**Tract 32109**	**38 AUs**	**$4,305.78**

Number	APN	Tract	Assessment Unit (AU)
1	535331001	23598	$98.91
2	535331002	23598	$98.91
3	535331003	23598	$98.91
4	535331004	23598	$98.91
5	535331005	23598	$98.91
6	535331006	23598	$98.91
7	535331007	23598	$98.91
8	535331008	23598	$98.91
9	535331009	23598	$98.91
10	535331010	23598	$98.91
11	535331011	23598	$98.91
12	535332001	23598	$98.91
13	535332002	23598	$98.91
14	535332003	23598	$98.91
15	535332004	23598	$98.91
16	535332005	23598	$98.91
17	535332006	23598	$98.91
18	535332007	23598	$98.91
19	535332008	23598	$98.91
20	535332009	23598	$98.91
21	535332010	23598	$98.91
22	535332011	23598	$98.91
23	535332012	23598	$98.91
24	535332013	23598	$98.91
25	535332014	23598	$98.91
26	535332015	23598	$98.91
26	535332016	23598	$98.91
28	535332017	23598	$98.91
29	535332018	23598	$98.91
30	535332019	23598	$98.91
31	535332020	23598	$98.91
32	535332021	23598	$98.91
33	535332022	23598	$98.91
34	535332023	23598	$98.91
35	535332024	23598	$98.91

36	535332026	23598	$98.91
37	535332026	23598	$98.91
38	535332026	23598	$98.91
39	535332028	23598	$98.91
40	535332029	23598	$98.91
41	535332030	23598	$98.91
42	535332031	23598	$98.91
43	535333001	23598	$98.91
44	535333002	23598	$98.91
45	535333003	23598	$98.91
46	535333004	23598	$98.91
47	535333005	23598	$98.91
48	535333006	23598	$98.91
49	535333007	23598	$98.91
50	535333008	23598	$98.91
51	535333009	23598	$98.91
52	535333010	23598	$98.91
53	535333011	23598	$98.91
54	535333012	23598	$98.91
55	535333013	23598	$98.91
56	535341001	23598	$98.91
57	535341002	23598	$98.91
58	535341003	23598	$98.91
59	535341004	23598	$98.91
60	535341005	23598	$98.91
61	535341006	23598	$98.91
62	535341007	23598	$98.91
63	535341008	23598	$98.91
64	535341009	23598	$98.91
65	535341010	23598	$98.91
66	535341011	23598	$98.91
67	535341012	23598	$98.91
68	535341013	23598	$98.91
69	535341014	23598	$98.91
70	535341015	23598	$98.91
71	535341016	23598	$98.91
72	535341017	23598	$98.91
73	535341018	23598	$98.91
74	535341019	23598	$98.91
75	535342001	23598	$98.91
76	535342002	23598	$98.91
77	535342003	23598	$98.91
78	535342004	23598	$98.91
79	535342005	23598	$98.91
80	535342006	23598	$98.91

81	535342007	23598	$98.91
82	535342008	23598	$98.91
83	535342009	23598	$98.91
84	535342010	23598	$98.91
85	535342011	23598	$98.91
86	535342012	23598	$98.91
87	535342013	23598	$98.91
88	535343001	23598	$98.91
89	535343002	23598	$98.91
90	535343003	23598	$98.91
91	535343004	23598	$98.91
92	535343005	23598	$98.91
93	535343006	23598	$98.91
94	535343007	23598	$98.91
95	535343008	23598	$98.91
96	535350001	23598	$98.91
97	535350002	23598	$98.91

TOTAL:	**Tract 23598**	**97 AUs**	**$9,594.27**

Number	APN	Tract	Assessment Unit (AU)
1	543210001	28252	$276.25
2	543210002	28252	$276.25
3	543210003	28252	$276.25
4	543210004	28252	$276.25
5	543210005	28252	$276.25
6	543210006	28252	$276.25
7	543210007	28252	$276.25
8	543210008	28252	$276.25
9	543210009	28252	$276.25
10	543210010	28252	$276.25
11	543210011	28252	$276.25
12	543210012	28252	$276.25
13	543210013	28252	$276.25
14	543210014	28252	$276.25
15	543210015	28252	$276.25
16	543210016	28252	$276.25
17	543210017	28252	$276.25
18	543210018	28252	$276.25
19	543210019	28252	$276.25
20	543210020	28252	$276.25
21	543210021	28252	$276.25
22	543210022	28252	$276.25
23	543210023	28252	$276.25

24	543210024	28252	$276.25
25	543210025	28252	$276.25
26	543210026	28252	$276.25
26	543220001	28252	$276.25
28	543220002	28252	$276.25
29	543220003	28252	$276.25
30	543220004	28252	$276.25
31	543220005	28252	$276.25
32	543220006	28252	$276.25
33	543220007	28252	$276.25
34	543220008	28252	$276.25
35	543220009	28252	$276.25
36	543220010	28252	$276.25
37	543220011	28252	$276.25
38	543220012	28252	$276.25
39	543220013	28252	$276.25
40	543220014	28252	$276.25
41	543220015	28252	$276.25
42	543220016	28252	$276.25
43	543220017	28252	$276.25
44	543220018	28252	$276.25
45	543220019	28252	$276.25
46	543220020	28252	$276.25
47	543220021	28252	$276.25
48	543220022	28252	$276.25
49	543220023	28252	$276.25
50	543220024	28252	$276.25
51	543220025	28252	$276.25
52	543220026	28252	$276.25
53	543221001	28252	$276.25
54	543221002	28252	$276.25
55	543221003	28252	$276.25
56	543221004	28252	$276.25
57	543221005	28252	$276.25
58	543221006	28252	$276.25
59	543221007	28252	$276.25
60	543221008	28252	$276.25
61	543221009	28252	$276.25
62	543221010	28252	$276.25
63	543221011	28252	$276.25
64	543221012	28252	$276.25
65	543221013	28252	$276.25
66	543221014	28252	$276.25
67	543221015	28252	$276.25
68	543221016	28252	$276.25

69	543221017	28252	$276.25
70	543221018	28252	$276.25

TOTAL:	**Tract 28252**	**70 AUs**	**$19,337.50**

Number	APN	Tract	Assessment Unit (AU)
1	535241004	30793	$276.25
2	535241005	30793	$276.25
3	535241006	30793	$276.25
4	535241007	30793	$276.25
5	535241008	30793	$276.25
6	535241009	30793	$276.25
7	535241010	30793	$276.25
8	535241011	30793	$276.25
9	535241012	30793	$276.25
10	535241013	30793	$276.25
11	535241014	30793	$276.25
12	535241015	30793	$276.25
13	535241016	30793	$276.25
14	535241017	30793	$276.25
15	535241018	30793	$276.25
16	535241019	30793	$276.25
17	535241020	30793	$276.25
18	535241021	30793	$276.25
19	535241022	30793	$276.25
20	535243013	30793	$276.25
21	535243014	30793	$276.25
22	535243015	30793	$276.25
23	535243016	30793	$276.25
24	535243017	30793	$276.25
25	535243018	30793	$276.25
26	535243019	30793	$276.25
26	535243020	30793	$276.25
28	535243021	30793	$276.25
29	535243022	30793	$276.25
30	535243023	30793	$276.25
31	535243024	30793	$276.25
32	535243025	30793	$276.25
33	535244001	30793	$276.25
34	535244002	30793	$276.25
35	535244003	30793	$276.25
36	535244004	30793	$276.25
37	535245001	30793	$276.25
38	535245002	30793	$276.25

39	535245003	30793	$276.25
40	535245004	30793	$276.25
41	535245005	30793	$276.25
42	535245006	30793	$276.25
43	535245007	30793	$276.25

TOTAL:	**Tract 30793**	**43 AUs**	**$11,878.75**

Number	APN	Tract	Assessment Unit (AU)
1	543230001	31833	$276.25
2	543230002	31833	$276.25
3	543230003	31833	$276.25
4	543230004	31833	$276.25
5	543230005	31833	$276.25
6	543230006	31833	$276.25
7	543230007	31833	$276.25
8	543230008	31833	$276.25
9	543230009	31833	$276.25
10	543230010	31833	$276.25
11	543230011	31833	$276.25
12	543230012	31833	$276.25
13	543230013	31833	$276.25
14	543230014	31833	$276.25
15	543230015	31833	$276.25
16	543230016	31833	$276.25
17	543230018	31833	$276.25
1	543231001	31834	$276.25
2	543231002	31834	$276.25
3	543231003	31834	$276.25
4	543231004	31834	$276.25
5	543231005	31834	$276.25
6	543231006	31834	$276.25
7	543231007	31834	$276.25
8	543231008	31834	$276.25
9	543231009	31834	$276.25
10	543231010	31834	$276.25
11	543231011	31834	$276.25
12	543231012	31834	$276.25
13	543231013	31834	$276.25
14	543231014	31834	$276.25
15	543231015	31834	$276.25
16	543231016	31834	$276.25
17	543231017	31834	$276.25

18	543231018	31834	$276.25

TOTAL:	**Tract 31833 and 31834**	**35 AUs**	**$9,668.75**

Number	APN	Tract	Assessment Unit (AU)
1	543240001	31835	$276.25
2	543240002	31835	$276.25
3	543240003	31835	$276.25
4	543240004	31835	$276.25
5	543240005	31835	$276.25
6	543240006	31835	$276.25
7	543240007	31835	$276.25
8	543240008	31835	$276.25
9	543240009	31835	$276.25
10	543240010	31835	$276.25
11	543240011	31835	$276.25
12	543240012	31835	$276.25
13	543240013	31835	$276.25
14	543240014	31835	$276.25
15	543240015	31835	$276.25
16	543240016	31835	$276.25
17	543241001	31835	$276.25
18	543241002	31835	$276.25
19	543241003	31835	$276.25
20	543241004	31835	$276.25
21	543241005	31835	$276.25
22	543241006	31835	$276.25
23	543241007	31835	$276.25
24	543241008	31835	$276.25
25	543241009	31835	$276.25
26	543241010	31835	$276.25
26	543241011	31835	$276.25
28	543241012	31835	$276.25
29	543241013	31835	$276.25
30	543241014	31835	$276.25
31	543241015	31835	$276.25
32	543241016	31835	$276.25
33	543241017	31835	$276.25

Total:	**Tract 31835**	**33**	**$9,116.25**

Number	APN	Tract	Assessment Unit (AU)
1	535372009	30906	$276.25

2	535372010	30906	$276.25
3	535372011	30906	$276.25
4	535372012	30906	$276.25
5	535372013	30906	$276.25
6	535372014	30906	$276.25
7	535372015	30906	$276.25
8	535372016	30906	$276.25
9	535372017	30906	$276.25
10	535373001	30906	$276.25
11	535373002	30906	$276.25
12	535373003	30906	$276.25
13	535373004	30906	$276.25
14	535410001	30906	$276.25
15	535410002	30906	$276.25
16	535410003	30906	$276.25
17	535410004	30906	$276.25
18	535411001	30906	$276.25
19	535411002	30906	$276.25
20	535411003	30906	$276.25
21	535411004	30906	$276.25
22	535411005	30906	$276.25
23	535411006	30906	$276.25
24	535411007	30906	$276.25
25	535411008	30906	$276.25
26	535411009	30906	$276.25
26	535411010	30906	$276.25
28	535412001	30906	$276.25
29	535412002	30906	$276.25
30	535412003	30906	$276.25
31	535412004	30906	$276.25
32	535412005	30906	$276.25
33	535412006	30906	$276.25
34	535412007	30906	$276.25
35	535412008	30906	$276.25
36	535412009	30906	$276.25
37	535412010	30906	$276.25
38	535412011	30906	$276.25
39	535412012	30906	$276.25
40	535412013	30906	$276.25
41	535412014	30906	$276.25
42	535412015	30906	$276.25
43	535412016	30906	$276.25
44	535412017	30906	$276.25
45	535412018	30906	$276.25
46	535412019	30906	$276.25

47	535412020	30906	$276.25
48	535412021	30906	$276.25
49	535412022	30906	$276.25
50	535412023	30906	$276.25
51	535412024	30906	$276.25
52	535412026	30906	$276.25
53	535412026	30906	$276.25
54	535412026	30906	$276.25
55	535412028	30906	$276.25
56	535412029	30906	$276.25
57	535412030	30906	$276.25
58	535412031	30906	$276.25
59	535412032	30906	$276.25
60	535412033	30906	$276.25
61	535421001	30906	$276.25
62	535421002	30906	$276.25
63	535421003	30906	$276.25
64	535421004	30906	$276.25
65	535421005	30906	$276.25
66	535421006	30906	$276.25
67	535421007	30906	$276.25
68	535421008	30906	$276.25
69	535421009	30906	$276.25
70	535421010	30906	$276.25
71	535421011	30906	$276.25
72	535421012	30906	$276.25
73	535421013	30906	$276.25
74	535421014	30906	$276.25
75	535421015	30906	$276.25
76	535421016	30906	$276.25
77	535421017	30906	$276.25
78	535421018	30906	$276.25
79	535421019	30906	$276.25
80	535421020	30906	$276.25
81	535422001	30906	$276.25
82	535422002	30906	$276.25
83	535422003	30906	$276.25
84	535422004	30906	$276.25
85	535422016	30906	$276.25
86	535422017	30906	$276.25
87	535422018	30906	$276.25

Total:	**Tract 30906**	**87**	**$24,033.75**

Number	APN	Tract	Assessment Unit (AU)
1	535422005	32370	$429.35
2	535422006	32370	$429.35
3	535422007	32370	$429.35
4	535422008	32370	$429.35
5	535422009	32370	$429.35
6	535422010	32370	$429.35
7	535422011	32370	$429.35
8	535422012	32370	$429.35
9	535422013	32370	$429.35
10	535422014	32370	$429.35
11	535423001	32370	$429.35
12	535423002	32370	$429.35
13	535423003	32370	$429.35
14	535423004	32370	$429.35
15	535423005	32370	$429.35
16	535423006	32370	$429.35
17	535423007	32370	$429.35
18	535423008	32370	$429.35
19	535423009	32370	$429.35

Total:	**Tract 32370**	**19**	**$8,157.65**

GRAND TOTALS:		**1,034 AUs**	**$164,031.63**

ATTACHMENT 4

(Tentative Schedule for Updating Landscape Maintenance District No. 1)

Item	Council Meeting
Resolution Initiating Update	January 27, 2026
Resolution of Intention (Approving Engineer's Report)	March 24, 2026
Resolution Confirming Assessment (Public Hearing)	April 28, 2026

ATTACHMENT 5

Landscape Maintenance District No. 1 Tracts/Zones and Assessments for Fiscal Year 2026/2027

Tract No.	No. of AU	Zone	Proposed Cost/AU (FY 2026/27)
22810	43	1	$108.90
22811	39	1	$108.90
22913	9	1	$108.90
30186	107	1	$108.90
30222	121	1	$108.90
21882	134	2	$113.31
23446	138	2	$113.31
29721	21	3	$113.31
32109	38	4	$113.31
23598	97	5	$98.91
28252	70	6	$276.25
30793	43	7	$276.25
31833	17	8	$276.25
31834	18	8	$276.25
31835	33	9	$276.25
30906*	87	10	$276.25
32370	19	11	$429.35
Total	**1,034**		**$164,031.63**

AU= Assessment Unit

CPI of 3.25% applied to 2005 Annexation No. 1 and 2023 Annexation No. 2 Tracts only, Zones 6 -11.

*Tract No. 30906 has a total of 303 AU; therefore, a total of 216 remain.

ATTACHMENT 6

PROJECTED ZONE RESERVE BALANCES

	Zone 1	Zone 2	Zone 3	Zone 4	Zone 5	Zone 6	Zone 7	Zone 8	Zone 9	Zone 10	Zone 11
26/27 Reserve Balance Available	$12,697.06	$33,138.21	$2,883.20	$4,358.83	$8,511.94	$27,402.42	$18,177.96	$9,857.79	$6,815.37	$32,272.08	$11,611.98
26/27 Total Costs	$24,004.84	$49,588.56	$3,427.42	$6,883.34	$12,730.43	$18,398.39	$6,251.78	$8,413.59	$11,014.66	$36,815.61	$5,963.76
26/27 Total Revenue	$34,739.10	$30,820.32	$2,379.51	$4,305.78	$9,594.27	$19,337.50	$11,878.75	$9,668.75	$9,116.25	$24,033.75	$8,157.65
26/27 Rev. – Expenses (Costs)	$10,734.26	($18,768.24)	($1,047.91)	($2,577.56)	($3,136.16)	$939.11	$5,626.97	$1,255.16	($1,898.41)	($12,781.86)	$2,193.89
27/28 Reserve Balance	**$23,431.32**	**$14,369.97**	**$1,835.29**	**$1,781.27**	**$5,375.78**	**$28,341.53**	**$23,804.93**	**$11,112.95**	**$4,916.96**	**$19,490.22**	**$13,805.87**

Note: Zones 3,4,5, and 9 have an annual structural deficit. Zones 2 and 10 will have improvement projects performed in FY 26/27 and will use their reserve balance to fund these projects.

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Arturo Vela, Interim City Manager**
PREPARED BY:	**Nate Smith, Deputy Director of Public Works/City Engineer**
MEETING DATE:	**January 27, 2026**
SUBJECT:	**Consideration of Resolution 2026-17, Initiating Proceedings to Update Landscape Maintenance District No. 1 for Fiscal Year 2026/2027**

RECOMMENDATION:

Adopt Resolution 2026-17

BACKGROUND:

In accordance with the "Landscaping and Lighting Act of 1972" ("1972 Act") of the Streets and Highways Code, the City Council adopted a resolution on August 14, 1990, ordering the formation of Landscape Maintenance District (LMD) No. 1, ("the District") the boundaries of which are shown in Attachment "2." An additional five tracts and three tentative tracts were annexed (Annexation No. 1) into LMD No. 1 when the City Council approved Resolution No. 2005-36 on May 10, 2005. Tract No. 37320 then joined LMD No. 1 on November 14, 2023 when the City Council approved Resolution No. 2023-177, as Annexation No. 2. The District, by special benefit assessments, provides funding for the servicing and maintenance of certain landscape areas within the City of Banning, all of which are located in the public right-of-way. The 1972 Act requires that assessments are to be levied according to benefit rather than according to assessed value. Adopting this resolution will initiate the proceedings to update the District for Fiscal Year 2026/2027. A tentative schedule for updating the District, as required by the "Landscaping and Lighting Act of 1972," is attached hereto as Attachment "3" for your information.

City Council has directed staff to look at long term solutions for the budget shortfalls within the District. One option discussed would be to provide a public subsidy for portions of the District that have a community appeal. Over the next year, Engineering Division staff will assess the viability of creating a new Zone 12, described as landscape areas that serve a benefit to the community, such as roadway landscaping along major thoroughfares. Eligible roadway segments could include Wilson Street, Highland Home Road and Hargrave Street. Once Engineering Division staff complete the analysis, it will be bought before the City Council for consideration.

JUSTIFICATION:

The City Council approved the formation of LMD No. 1 by adopting Resolution No. 1990-59 on August 14, 1990. The adoption of this will enable the City Engineer to prepare the assessments for Fiscal Year 2026/2027.

FISCAL IMPACT:

None. A detailed estimate will be prepared and forwarded with the Engineer's Report which will be bought before the City Council on March 24, 2026.

ALTERNATIVES:

Do not approve Resolution 2026-17 and provide alternative direction to staff. If this Resolution is not approved, then the assessment of properties within LMD No. 1 for FY 26/27 will not occur, leaving no revenues for the FY 26/27 budget.

BUDGETED?:

Yes

CONTRACT/AGREEMENT:

No

ATTACHMENTS:

1. Resolution 2026-17.docx
2. Tentative Schedule for Updating LMD No. 1.doc
3. LMD No.1 Map of Zones 1 thru 11 Combined.pdf

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Patrick Safari, Capital Improvement Projects Manager** **Art Vela, Director of Public Works**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-56 Approving Amendment No. 6 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $78,624 for Construction Engineering Support Services and Extending the Agreement Term to December 31, 2027, for the Sun Lakes Boulevard Extension Project**

RECOMMENDATION:

Adopt Resolution 2026-56

BACKGROUND:

On April 14, 2020, City Council approved Resolution No. 2020-48 for Professional Services Agreement with WEBB for the design of the Sun Lakes Boulevard Extension Project in the amount of $548,416.05.

On July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The Agreement was subsequently amended two (2) times. The first amendment increased the funding by $12,000,000 and the second amendment increased the funding by $7,000,000 for a total of $20,000,000.

On February 11, 2022, a change order to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25. The approval of this change order was within the City Manager's approval authority.

On March 21, 2022, a change order to the Professional Services Agreement with WEBB was approved for out-of-scope work for the preparation of a sediment transport analysis in the amount of $5,974.88. The approval of this change order was within the City Manager's approval authority.

On October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66.

On October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an

Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project.

On October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension. Amendment No. 2 increased the contract amount to $1,248,026.66.

On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026.

On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension. Amendment No. 4 increased the contract amount to $1,305,106.66.

On August 26, 2025, City Council adopted Resolution 2025-116 to amend the Professional Services Agreement with WEBB ("Amendment No.5") to include additional compensation in the amount of $59,600 for engineering and environmental permitting services for the Sun Lakes Boulevard Extension. Amendment No. 5 increased the contract amount to $1,364,706.66.

As the Sun Lakes Boulevard Extension Project moves from the design phase into construction, additional engineering support services are required to assist the City's Construction Management team. While the City will provide construction management and inspection services, WEBB, as the project designer, is uniquely qualified to provide Construction Engineering Support. This ensures continuity between the design intent and the final constructed product.

On January 15, 2026, WEBB submitted a proposal (Change Order No. 7) outlining the necessary construction engineering support services. The scope of work under this Amendment No. 6 includes construction engineering administration and coordination; materials submittals review; Requests for Information (RFI) reviews and responses; construction progress meetings attendance; grading quantity verification; and preparation of final record drawings.

Contract Summary:

Original Contract	$ 548,416.05
Change Order No. 1	$ 24,983.25
Change Order No. 2	$ 5,974.88
Change Order No. 3	$ 148,222.00
Contingency	$ 24,351.48
Change Order No. 4	$ 496,079.00
Change Order No. 5	$ 57,080.00
Change Order No. 6	$ 59,600.00
Change Order No. 7	**$ 78,624.00**
Total Contract Value	**$1,443,330.66**

JUSTIFICATION:

Sun Lakes Boulevard is identified by the City of Banning General Plan Circulation Element as an Arterial Highway. The proposed extension of Sun Lakes Boulevard will ease traffic congestion on existing city streets; improve public safety and emergency response; and improve regional connectivity.

Approving Amendment No. 6 is critical to ensuring a successful construction phase. By securing WEBB's engineering support during construction, the City will have the necessary resources to navigate complex

technical challenges, ensure contractor accountability, and deliver a project that meets the highest standards of safety and quality.

FISCAL IMPACT:

An appropriation from the Measure A Fund Reserves from program revenues in the amount of $78,624 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No. 6.

The additional project costs are eligible and expected to be reimbursed through TUMF Funds administered by WRCOG and MARA Funds administered by RCTC. The City has secured a total of $33,500,000 from these sources for the project.

ATTACHMENTS:

1. Resolution 2026-56.docx
2. Resolution No. 2020-097.pdf
2. Resolution No. 2020-048.pdf
4. Resolution No. 2022-139.pdf
5. Resolution No. 2023-174.pdf
6. Resolution No. 2023-175.pdf
7. Resolution No. 2025-070.pdf
8. Amendment #1.pdf
9. Original Services Agreement.pdf
10. Resolution No. 2025-116.pdf
11. Amendment #2.pdf
12. Amendment #3.pdf
13. Amendment #4.pdf
14. Amendment #5.pdf
15. Change Orders #1,2 and 3.pdf
16. Change Order #4.pdf
17. Change Order #5.pdf
18. Change Order #6.pdf
19. Change Order #7.pdf
20. Contract No C00660 Albert A Webb Associates - Amendment 6.pdf

RESOLUTION 2026-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $78,624 FOR CONSTRUCTION ENGINEERING SUPPORT SERVICES AND EXTENDING THE AGREEMENT TERM TO DECEMBER 31, 2027, FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT.

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The Agreement was subsequently amended two (2) times. The first amendment increased the funding by $12,000,000 and the second amendment increased the funding by $7,000,000 for a total of $20,000,000; and

WHEREAS, on February 11, 2022, change order no.1 to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order no.2 to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order no.3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, On October 24, 2023, City Council adopted Resolution 2023-174, authorizing the Mayor to execute an Agreement for Measure A Regional Arterial (MARA) funding with the Riverside County Transportation Commission (RCTC) in the amount of $13,500,000 for the Construction of the Sun Lakes Boulevard Extension Project; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026; and

WHEREAS, On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension increasing the contract amount to $1,305,106.66; and

WHEREAS, On August 26, 2025, City Council adopted Resolution 2025-116 to amend the Professional Services Agreement with WEBB ("Amendment No.5") to include additional compensation in the amount of $59,600 for engineering and environmental permitting services for the Sun Lakes Boulevard Extension increasing the contract amount to $1,364,706.66; and

WHEREAS, as the Sun Lakes Boulevard Extension Project moves from the design phase into construction, additional engineering support services are required to assist the City's Construction Management team including construction engineering administration and coordination; materials submittals review; Requests for Information (RFI) reviews and responses; construction progress meetings attendance; grading quantity verification; and preparation of final record drawings; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $78,624 to Account No. 101-4900-431.93-16 is necessary to fund Amendment No.6; and

WHEREAS, the additional project costs are eligible and expected to be reimbursed through TUMF Funds administered by WRCOG and MARA Funds administered by RCTC totaling $33,500,000.

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

SECTION 1. The City Council approves Amendment No. 6 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional amount of $78,624 for construction engineering support services for Sun Lakes Boulevard Extension.

SECTION 2. The City Council authorizes the City Manager, or their designee, to execute Amendment No.6 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

SECTION 3. City Council authorizes the City Manager to make necessary non-substantive changes and execute Amendment No.6 to the Professional Services Agreement with Albert A. Webb Associates, 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 24th day of March 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 2026-56, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

EXHIBIT A
Amendment No.6 to the Professional Services Agreement with WEBB

RESOLUTION 2020-97

ADOPT RESOLUTION 2020-97, AUTHORIZING THE CITY MANAGER TO EXECUTE A TUMF REIMBURSEMENT AGREEMENT WITH WRCOG FOR UP TO $1,000,000 IN TUMF FUNDS FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Western Riverside Council of Government (WRCOG) has developed and administers the Transportation Uniform Mitigation Fee (TUMF) program, a regional fee program designed to provide transportation infrastructure to mitigate the impact of new growth in western Riverside County. The City of Banning is an active member in WRCOG; and

WHEREAS, as the program administrator, WRCOG allocates TUMF funds to a variety of agencies, including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), Western Riverside Regional Conservation Authority (RCA) and western Riverside cities and Riverside County areas through applicable TUMF Zones; and

WHEREAS, the City of Banning is part of the Pass Zone along with the City of Calimesa, City of Beaumont and Riverside County (District 5); and

WHEREAS, the Pass Zone Transportation Improvement Program (TIP), which included the Sun Lakes Boulevard Extension project, was approved by the WRCOG Executive Committee at its May 4, 2020 meeting; and

WHEREAS, the TUMF Reimbursement Agreement will provide up to $1,000,000 in TUMF funds in the form of a reimbursement to the City of Banning for expenditures related to the Sun Lakes Boulevard Extension project; and

WHEREAS, the WRCOG Executive Committee approved the TUMF Reimbursement Agreement at its June 1, 2020 meeting.

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

Section 1. The Banning City Council adopts Resolution 2020-97 authorizing the City Manager to execute the TUMF Reimbursement Agreement with WRCOG for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

Section 2. The City Manager or his designee is authorized to record the reimbursement funds and to make all necessary budget adjustments, appropriations and transfers related to the TUMF Reimbursement Agreement for the Sun Lakes Boulevard Extension project.

PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2020-97, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th day of July, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None



Sonja De La Fuente, Deputy City Clerk
City of Banning

RESOLUTION 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE SUN LAKES BOULEVARD EXTENSION FROM HIGHLAND HOME ROAD TO SUNSET AVENUE, TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $548,416.05 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $603,258.05

WHEREAS, there is a current need for a new road on the south side of Interstate 10 to close a gap in the City's street network from Highland Home Road to Sunset Avenue to reduce existing congestion at the Highland Springs Avenue interchange and to accommodate expected growth within the City; and

WHEREAS, on February 11, 2020, under Resolution 2020-21 the City Council accepted Lots A, D, E, F and G for the necessary right-of-way for the extension of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The lots were originally offered to the City on Parcel Map 25541 approved on August 28, 1990, at which time the City deferred the approval of the right-of-way to a future date; and

WHEREAS, on March 24, 2020, under Resolution 2020-37, the City Council approved General Plan Amendment 19-2502 and Environmental Assessment 19-1503, a proposed amendment to the Circulation Element of the General Plan to modify the alignment of Sun Lakes Boulevard from its existing General Plan alignment with Lincoln Street to the proposed alignment with Westward Avenue following closely the right-of-way offered on Parcel Map 25541; and

WHEREAS, on February 18, 2020, staff released an Invitation for Bid for the Design of the Sun Lakes Boulevard Extension to five (5) consultants on the on-call engineering list approved by City Council on September 10, 2019 under Resolution 2019-116 and received three (3) proposals ranging in costs from $508,678 to $849,674; and

WHEREAS, staff evaluated the proposals based on qualifications, cost, experience with the request scope of services and response to the request for proposals. As a result, staff recommends the award of a professional services agreement to Albert A. Webb Associates, in the amount of $548,416.05; and

WHEREAS, the total project budget of $603,258.05, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the Western Riverside Council of Governments (WRCOG) via the Transportation Uniform Mitigation Fee (TUMF) program.

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

SECTION 1. The City of Banning City Council adopts Resolution No. 2020-48 Professional Services Agreement for the Design of the Sun Lakes Boulevard Extension from Highland Home Road to Sunset Avenue, to Albert A. Webb Associates in the amount of $548,416.05 and approves a 10% contingency for a total project budget of "not-to-exceed" $603,258.05.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Albert A. Webb Associates and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates.

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

PASSED, APPROVED and ADOPTED this 14th day of April, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2020-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th of April, 2020.

AYES: Councilmembers Happe, Pingree, Wallace, Welch & Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

RESOLUTION 2022-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $148,222 FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION; EXTENDING THE TERM OF AGREEMENT TO JUNE 30, 2024; AND RESCINDING RESOLUTION 2022-106

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05, and a 10% contingency for a total of $603,725.66; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority RCA in the amount of $24, 9873.25, paid from contingency funds; and

WHEREAS, on March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of sediment transport in the amount of $5,974.88, paid from contingency funds; and

WHEREAS, on May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out of scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222; and

WHEREAS, Amendment No.1 will amend the purchase order by adding an additional $148,222; and

WHEREAS, Amendment No. 1 will also extend the term of the Agreement to June 30, 2024; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project, including Amendment No. 1 is fully funded by the TUMF program up to $1,000,000.

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

SECTION 1. City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.

SECTION 2. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.

SECTION 3. The City Manager or designee is authorized to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

PASSED, APPROVED AND ADOPTED this 11th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
Richards, Watson & Gershon

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-139, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of October 2022 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

RESOLUTION 2023-174

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE RIVERSIDE COUNTY TRANSPORTATION COMMISSION FOR $13,500,000 IN MEASURE A FUNDING FOR THE CONSTRUCTION OF THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Sun Lakes Boulevard exists on the City's Circulation Element as an arterial highway; and

WHEREAS, on April 14, 2020 City Council adopted Resolution 2020-48 authorizing design services for the Sun Lakes Boulevard Extension Project (also known as the Westward Avenue Extension Project) ("Project"); and

WHEREAS, the Project is eligible for grant funding for construction under the Riverside County Transportation Commission Measure A Regional Arterial program; and

WHEREAS, the Riverside County Transportation Commission selected the Project through a competitive grant program for $13,500,000 of Measure A money collected and administered by the Riverside County Transportation Commission.

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

SECTION 1. The City Council approves the grant agreement, attached hereto as Exhibit "A", between the Riverside County Transportation Commission and the City of Banning for $13,500,000 in construction funding for the Sun Lakes Boulevard extension project.

SECTION 2. The City Council authorizes the Mayor to sign the grant agreement for the funding of Measure A Regional Arterial Improvements.

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

PASSED, APPROVED AND ADOPTED this 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-174, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

EXHIBIT A
Grant Agreement

AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF BANNING ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Sun Lakes Extension Project, ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described

in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million, Five Hundred Thousand Dollars ($13,500,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not

timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Thirteen Million, Five Hundred Thirty-Six Thousand Dollars ($13,536,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Doug Schulze, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the

Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF BANNING	**RCTC**
99 East Ramsey Street	Riverside County Transportation Commission
Banning, CA 92220	4080 Lemon Street, 3rd Floor
	Mailing address: P.O. Box 12008
	Riverside, CA 92501
ATTN:City Manager	ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction

and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

CITY OF BANNING

By: _____
Alberto Sanchez, Mayor

ATTEST:

By: _____
Caroline Patton, City Clerk

APPROVED AS TO FORM:

By: _____

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Construct new 1.02-mile section of Westward Avenue from Sunset Avenue to Highland Home Road. Will include two eastbound and two westbound lanes, comprised of a 12-foot inner lane and a 14-foot outer lane in each direction; a raised 18-foot wide median; 8-foot-wide Class 2 bike lanes in each direction; 8-foot-wide sidewalks; associated road striping, drainage, and street light improvements.

FUNDING:

PHASE	MARA Fund	LOCAL	TOTAL
CONSTRUCTION	$13,500,000	$13,536,000	$27,036,000
TOTAL	$13,500,000	$13,536,000	$27,036,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

PHASE	START DATE	END DATE	COMMENTS
Construction	3/2025	8/2026	360 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

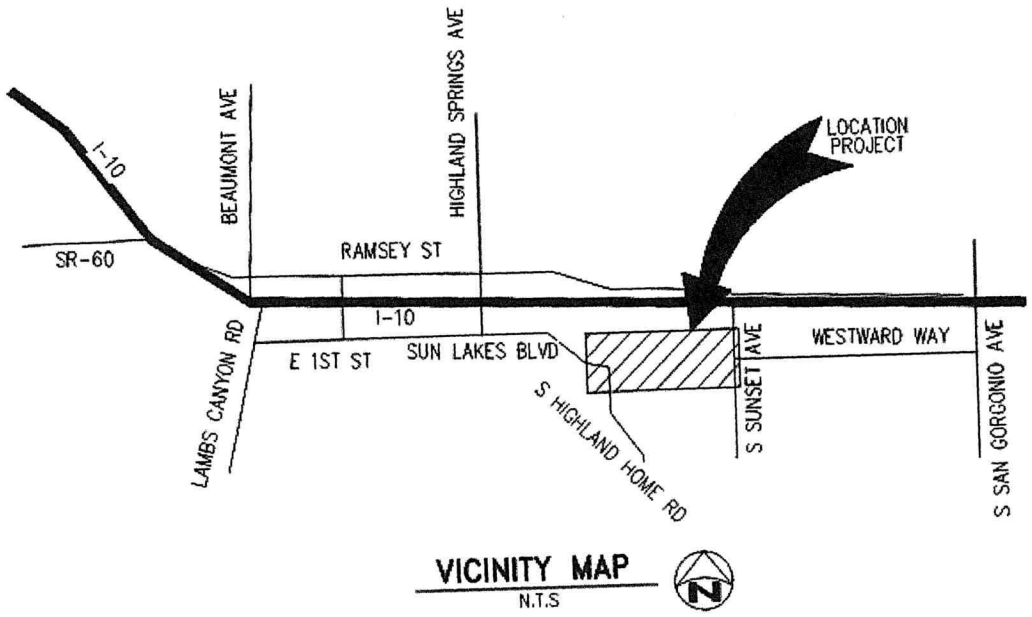

Exhibit B

17336.02600\32593628.1

EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on theWork; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT "C-1"
ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

Sample Letter from Contractor to City/County

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable

Invoice#_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT C-4
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

AGREEMENT FOR THE FUNDING OF MEASURE A REGIONAL ARTERIAL IMPROVEMENTS WITH THE CITY OF BANNING

1. Parties and Date.

1.1 This Agreement is executed and entered into this ___ day of _____, 2023, by and between the RIVERSIDE COUNTY TRANSPORTATION COMMISSION ("RCTC") and CITY OF BANNING ("City"). RCTC and City are sometimes collectively referred to herein as the "Parties".

2. Recitals.

2.1 RCTC is a county transportation commission created and existing pursuant to California Public Utilities Code Sections 130053 and 130053.5.

2.2 On November 5, 2002 the voters of Riverside County approved Measure A authorizing the collection of a one-half percent (1/2%) retail transactions and use tax to fund transportation programs and improvements within the County of Riverside, and adopting the Riverside County Transportation Improvement Plan (the "Plan").

2.3 The Plan establishes funding for any improved Regional Arterial System to be funded by a mix of measure A and Transportation Uniform Mitigation Fees (TUMF) revenues.

2.4 Pursuant to Public Utility Code Sections 240000 et seq., RCTC is authorized to allocate the proceeds of the Measure A tax in furtherance of the Plan.

2.5 RCTC intends, by this Agreement, to distribute Measure A Regional Arterial ("MARA") Funds, subject to the conditions provided herein, and to participate in the joint development of the Project, as defined herein.

3. Terms.

3.1 Description of Work. This Agreement is intended to distribute MARA Funds to the City for the Sun Lakes Extension Project, ("the Work"). The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and, pursuant to Section 3.15 below, is subject to modification as requested by the City and approved by RCTC. The Work shall be consistent with one or more of the defined RCTC Call for Projects phases detailed herein as follows:

1) CONS – Construction

The Work phase(s) funded pursuant to this Agreement shall be consistent with the City's Call for Projects Nomination Form submitted to RCTC ("the Project"). The Project is more fully described

in Exhibit "B" attached hereto. It is understood and agreed that the City shall expend MARA Funds only as set forth in this Agreement and only for the Work. To this end, any use of funds provided pursuant to this Agreement shall be subject to the review and approval of RCTC.

3.2 RCTC Funding Amount. RCTC hereby agrees to distribute to the City, on the terms and conditions set forth herein, a sum not to exceed Thirteen Million, Five Hundred Thousand Dollars ($13,500,000), to be used exclusively for reimbursing the City for eligible Work expenses as described herein ("Funding Amount"). The City acknowledges and agrees that the Funding Amount may be less than the actual cost of the Work, and that RCTC shall not contribute MARA Funds in excess of the maximum authorized in this section.

3.2.1 Eligible Work Costs. The total Work costs ("Total Work Cost") may include the following items, provided that such items are included in the scope of work attached as Exhibit "A": (1) City and/or consultant costs associated with direct Work coordination and support; (2) construction costs, including change orders to construction contract approved by the City; and (3) construction management, field inspection and material testing costs.

3.2.2 Ineligible Work Costs. The Total Work Cost shall not include the following items which shall be borne solely by the City without reimbursement: (1) City administrative costs; (2) City costs attributed to the preparation of invoices, billings and payments; (3) any City fees attributed to the processing of the Work; and (4) expenses for items of work not included within the scope of work in Exhibit "A".

3.2.3 Increases in Work Funding. The Funding Amount may, in RCTC's sole discretion, be augmented with additional MARA Funds. Any such increase in the Funding Amount must be approved in writing by RCTC's Executive Director. No such increased funding shall be expended to pay for any Work already completed. For purposes of this Agreement, the Work or any portion thereof shall be deemed complete upon its acceptance by RCTC's Executive Director.

3.2.4 Cost Savings. In the event that bids for the Work are lower than anticipated, or there are cost savings for any other reason, the Funding Amount shall be reduced as follows: cost savings shall be applied proportionately to each funding source listed in Exhibit "A" for the Work. The City shall inform RCTC of any cost savings and the Parties shall amend this Agreement to reflect the revised Funding Amount. RCTC's Executive Director and the City Manager shall be authorized to execute any such amendment.

3.2.5 No Funding for Temporary Improvements. Only segments or components of the Work that are intended to form part of or be integrated into the Work may be funded by MARA Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, or drainage facilities, shall be funded with MARA Funds except as needed for staged construction of the Work.

3.3 City's Funding Obligation to Complete the Work. In the event that the MARA Funds allocated to the Work represent less than the total cost of the Work, the City shall provide such additional funds as may be required to complete the Work as described in Exhibit "A".

3.3.1 City's Obligation to Repay MARA Funds to RCTC. In the event that: (i) the City, for any reason, determines not to proceed with or complete the Work; or (ii) the Work is not

timely completed, subject to any extension of time granted by RCTC pursuant to Section 3.15; the City agrees that any MARA Funds that were distributed to the City for the Work shall be repaid in full to RCTC. The Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism which may include, but is not limited to, withholding of Measure A Local Streets and Roads revenues. The City acknowledges and agrees that RCTC shall have the right to withhold any Measure A Local Streets and Roads revenues due the City, in an amount not to exceed the total of the funds distributed to the City, and/or initiate legal action to compel repayment, if the City fails to repay RCTC within a reasonable time period not to exceed 180 days from receipt of written notification from RCTC that repayment is required.

3.3.2 City's Local Match Contribution. The City shall provide at least Thirteen Million, Five Hundred Thirty-Six Thousand Dollars ($13,536,000) of funding toward the Work, as shown in Exhibit "A" and as called out in the City's Project Nomination Form submitted to RCTC in response to its Call for Projects.

3.4 Work Responsibilities of the City. The City shall be responsible for the following aspects of the Work, in compliance with state and federal law provided that such items are included in the Project scope of work attached as Exhibit "A": (i) all aspects of bidding, awarding, and administration of the contracts for the Work; (ii) all construction management of any construction activities undertaken in connection with the Work, including survey and material testing; and (iii) development of a budget for the Work prior to award of any contract for the Work, taking into consideration available funding, including MARA Funds.

3.5 Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until: (i) the date RCTC formally accepts the Work as complete, pursuant to Section 3.2.3; (ii) termination of this Agreement pursuant to Section 3.9; or (iii) the City has fully satisfied its obligations under this Agreement, "including full repayment of MARA Funds to RCTC as provided herein". All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

3.6 Representatives of the Parties. RCTC's Executive Director, or his or her designee, shall serve as RCTC's representative and shall have the authority to act on behalf of RCTC for all purposes under this Agreement. The City hereby designates Doug Schulze, City Manager, or his or her designee, as the City's representative to RCTC. The City's representative shall have the authority to act on behalf of the City for all purposes under this Agreement and shall coordinate all activities of the Work under the City's responsibility. The City shall work closely and cooperate fully with RCTC's representative and any other agencies which may have jurisdiction over or an interest in the Work.

3.7 Expenditure of Funds by City Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the City from expending funds on the Work prior to the execution of the Agreement, or from being reimbursed by RCTC for such expenditures. However, the City understands and acknowledges that any expenditure of funds on the Work prior to the execution of the Agreement is made at the City's sole risk, and that some expenditures by the City may not be eligible for reimbursement under this Agreement.

3.8 Review of Services. The City shall allow RCTC's Representative to inspect or review the progress of the Work at any reasonable time in order to determine whether the terms of this Agreement are being met.

3.9 Termination. This Agreement may be terminated for cause or convenience as further specified below.

3.9.1 Termination for Convenience.

3.9.1.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, for convenience by giving thirty (30) days' written notice to the other party of such termination and specifying the effective date thereof.

3.9.1.2 Effect of Termination for Convenience. In the event that the City terminates this Agreement for convenience, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. In the event that RCTC terminates this Agreement for convenience, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination; provided, however, that RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the non-terminating party of the amounts due it under this Section 3.9.1.2.

3.9.2 Termination for Cause.

3.9.2.1 Notice. Either RCTC or the City may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

3.9.2.2 Effect of Termination for Cause. In the event that the City terminates this Agreement in response to RCTC's uncured material breach hereof, RCTC shall, within 90 days, distribute to the City MARA Funds in an amount equal to the aggregate total of all unpaid invoices which have been received from the City regarding the Work at the time of the notice of termination. In the event that RCTC terminates this Agreement in response to the City's uncured material breach hereof, the City shall, within 180 days, repay to RCTC in full all MARA Funds provided to the City under this Agreement. Notwithstanding termination of this Agreement by RCTC pursuant to this Section 3.9.2.2, RCTC shall be entitled to exercise its rights under Section 3.14.2, including but not limited to conducting a review of the invoices and requesting additional information. This Agreement shall terminate upon receipt by the terminating party of the amounts due it under this Section 3.9.2.2.

3.9.3 Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

3.10 Prevailing Wages. The City and any other person or entity hired to perform services on the Work are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The City shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Work. The City shall defend, indemnify, and hold harmless RCTC, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

3.11 Progress Reports. RCTC may request the City to provide RCTC with progress reports concerning the status of the Work.

3.12 Indemnification.

3.12.1 City Responsibilities. In addition to the indemnification required under Section 3.10, the City agrees to indemnify and hold harmless RCTC, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC. The City will reimburse RCTC for any expenditures, including reasonable attorneys' fees, incurred by RCTC, in defending against claims ultimately determined to be due to any act of the City or its subcontractors whatsoever, regardless of fault, including negligent acts, errors or omissions or willful misconduct, except that caused by the sole negligence of RCTC.

3.12.2 Effect of Acceptance. The City shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Work. RCTC's review, acceptance or funding of any services performed by the City or any other person or entity under this agreement shall not be construed to operate as a waiver of any rights RCTC may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the City shall be and remain liable to RCTC, in accordance with applicable law, for all damages to RCTC caused by the City's performance of this Agreement or supervision of any services provided to complete the Work.

3.13 Insurance. The City shall require, at a minimum, all persons or entities hired to perform the Work to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the City and RCTC. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Work, whichever occurs last.

3.13.1 Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $2,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Work or be no less than two times the occurrence limit. Such insurance shall:

3.13.1.1 Name RCTC and City, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the

Work and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

3.13.1.2 Be primary with respect to any insurance or self insurance programs covering RCTC and City, and/or their respective officials, officers, employees, agents, and consultants; and

3.13.1.3 Contain standard separation of insured provisions.

3.13.2 Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3.13.3 Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

3.13.4 Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

3.14 Procedures for Distribution of MARA Funds to City.

3.14.1 Initial Payment by the City. The City shall be responsible for initial payment of all the Work costs as they are incurred. Following payment of such Work costs, the City shall submit invoices to RCTC requesting reimbursement of eligible Work costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the City, and documents evidencing the City's payment of the invoices or demands for payment. The City shall submit invoices not more often than monthly and not less often than quarterly.

3.14.2 Review and Reimbursement by RCTC. Upon receipt of an invoice from the City, RCTC may request additional documentation or explanation of the Work costs for which reimbursement is sought. Undisputed amounts shall be paid by RCTC to the City within thirty (30) days. In the event that RCTC disputes the eligibility of the City for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in resolving the dispute, the City may appeal RCTC's decision as to the eligibility of one or more invoices to RCTC's Executive Director. The City may appeal the decision of the Executive Director to the full RCTC Board, the decision of which shall be final. Additional details concerning the procedure for the City's submittal of invoices to RCTC and RCTC's consideration and payment of submitted invoices are set forth in Exhibit "C", attached hereto.

3.14.3 Funding Amount/Adjustment. If a post Work audit or review indicates that RCTC has provided reimbursement to the City in an amount in excess of the maximum MARA Funds provided for in section 3.2 of this Agreement, or has provided reimbursement of ineligible Work costs, the City shall reimburse RCTC for the excess or ineligible payments within 30 days of notification by RCTC.

3.15 Work Amendments. Changes to the characteristics of the Work, including the deadline for Work completion, and any responsibilities of the City or RCTC may be requested in writing by the City and are subject to the approval of RCTC's Representative, which approval will not be unreasonably withheld, provided that extensions of time for completion of the Work shall be approved in the sole discretion of RCTC's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Work without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 et seq.; "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 et seq.), but the necessity of compliance with CEQA and NEPA shall not justify, excuse, or permit a delay in completion of the Work.

3.16 Conflict of Interest. For the term of this Agreement, no member, officer or employee of the City or RCTC, during the term of his or her service with the City or RCTC, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.17 Limited Scope of Duties. RCTC's and the City's duties and obligations under this Agreement are limited to those described herein. RCTC has no obligation with respect to the safety of any Work performed at a job site. In addition, RCTC shall not be liable for any action of City or its contractors relating to the condemnation of property undertaken by City or construction related to the Work.

3.18 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Work under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the Parties for at least three (3) years following termination of this Agreement, and they shall have access to such information during the three-year period for the purposes of examination or audit.

3.19 Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3.20 Governing Law. This Agreement shall be governed by and construed with the laws of the State of California. Venue shall be in Riverside County.

3.21 Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

3.22 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.23 Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

3.24 Notification. All notices hereunder and communications regarding interpretation of the terms of the Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

CITY OF BANNING	**RCTC**
99 East Ramsey Street	Riverside County Transportation Commission
Banning, CA 92220	4080 Lemon Street, 3rd Floor
	Mailing address: P.O. Box 12008
	Riverside, CA 92501
ATTN:City Manager	ATTN: Executive Director

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

3.25 Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the performance of the Services.

3.26 Contract Amendment. In the event that the Parties determine that the provisions of this Agreement should be altered, the Parties may execute a contract amendment to add any provision to this Agreement, or delete or amend any provision of this Agreement. All such contract amendments must be in the form of a written instrument signed by the original signatories to this Agreement, or their successors or designees.

3.27 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes any previous agreements or understandings.

3.28 No Waiver. Failure of RCTC to insist on any one occasion upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such term, covenant or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

3.29 Validity of Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

3.30 Independent Contractors. Any person or entities retained by the City or any contractor shall be retained on an independent contractor basis and shall not be employees of RCTC. Any personnel performing services on the Work shall at all times be under the exclusive direction

and control of the City or contractor, whichever is applicable. The City or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Work and as required by law. The City or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

3.31 Survival. All rights and obligations hereunder that by their nature are to be performed after any expiration or termination of this Agreement shall survive any such expiration or termination.

3.32 No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.33 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.34 Electronically Transmitted Signatures. A manually signed copy of this Agreement which is transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

[Signatures on following page]

SIGNATURE PAGE
TO
AGREEMENT FOR THE FUNDING OF
MEASURE A REGIONAL ARTERIAL IMPROVEMENTS

RIVERSIDE COUNTY TRANSPORTATION COMMISSION

By: _____
Anne Mayer, Executive Director

CITY OF BANNING

By: _____
Alberto Sanchez, Mayor

ATTEST:

By: _____
Caroline Patton, City Clerk

APPROVED AS TO FORM:

By: _____
Best, Best & Krieger
Counsel to the Riverside County
Transportation Commission

APPROVED AS TO FORM:

By: _____

EXHIBIT "A"

SCOPE OF WORK,
FUNDING AND TIMETABLE

SCOPE OF WORK: Construct new 1.02-mile section of Westward Avenue from Sunset Avenue to Highland Home Road. Will include two eastbound and two westbound lanes, comprised of a 12-foot inner lane and a 14-foot outer lane in each direction; a raised 18-foot wide median; 8-foot-wide Class 2 bike lanes in each direction; 8-foot-wide sidewalks; associated road striping, drainage, and street light improvements.

FUNDING:

PHASE	MARA Fund	LOCAL	TOTAL
CONSTRUCTION	$13,500,000	$13,536,000	$27,036,000
TOTAL	$13,500,000	$13,536,000	$27,036,000

TIMETABLE: Provide at a minimum the beginning and ending dates for each phase of work including major milestones within a phase.

PHASE	START DATE	END DATE	COMMENTS
Construction	3/2025	8/2026	360 Working Days

EXHIBIT "B"

PROJECT LOCATION MAP

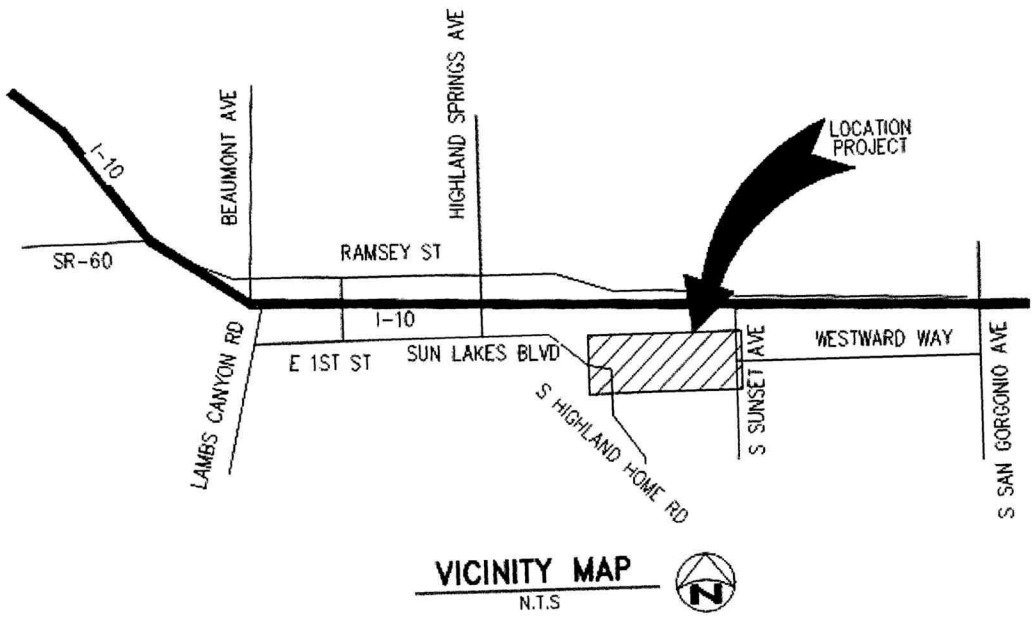

Exhibit B

17336.02600\32593628.1

EXHIBIT "C"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. RCTC recommends that the City incorporate Exhibit "C-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the City and ultimately to RCTC for reimbursement of City contractor costs.

2. Each month the City shall submit an invoice for eligible Work costs incurred during the preceding month. The original invoice shall be submitted to RCTC's Executive Director with a copy to RCTC's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-2".

3. Each invoice shall include documentation from each contractor used by the City for the Work, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or consultant for the month and for the entire Work to date. A sample progress report is attached as Exhibits "C-4". All documentation from the City's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "C-3".

4. If the City is seeking reimbursement for direct expenses incurred by City staff for eligible Work costs, the City shall detail the same level of information for its labor and any expenses in the same level of detail as required of contractors pursuant to Exhibit "C" and its attachments.

5. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

6. Each invoice shall include a certification signed by the City Representative or his or her designee which reads as follows:

   "I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the consultants or contractors listed.

   Signed _____

   Title _____

   Date _____

   Invoice No. _____

7. RCTC will pay the City within 30 days after receipt by the Commission of an invoice. If RCTC disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

8. The final payment under this Agreement will be made only after: (i) the City has obtained a Release and Certificate of Final Payment from each contractor or consultant used on theWork; (ii) the City has executed a Release and Certificate of Final Payment; and (iii) the City has provided copies of each such Release to RCTC.

EXHIBIT "C-1"

ELEMENTS OF COMPENSATION

For the satisfactory performance and completion of the Work under this Agreement, City will pay the Consultant compensation as set forth herein. The total compensation for this service shall not exceed (____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of City's City Engineer ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Work will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Consultant's personnel directly engaged in performance of the Work under the Agreement. (The range of hourly rates paid to the Consultant's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal ratio of Allowable Overhead Costs to the Consultant Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 A Fixed Fee of _____ shall be paid to Consultant for Consultant's complete and satisfactory performance of this Agreement and all Services required. The Fixed Fee shall be paid in monthly installments based upon the percentage of the Services completed at the end of each billing period, as determined in the sole discretion of the City. Consultant shall not be entitled to and shall forfeit any portion of the Fixed Fee not earned as provided herein.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Consultant's office nearest to City's office must have City's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Consultant's adjustments to individual compensation. The Consultant shall notify City in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Consultant only. All rates for subconsultants to the Consultant will be in accordance with the Consultant's cost proposal.

3. INVOICING.

3.1 Each month the Consultant shall submit an invoice for Work performed during the preceding month. The original invoice shall be submitted to City's City Engineer with two (2) copies to City's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by City's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Work, shall be listed separately. The charges for

each individual assigned by the Consultant under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to City such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 Each invoice shall indicate payments to DBE subconsultants or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Consultant's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 City shall pay the Consultant within four to six weeks after receipt by City of an original invoice. Should City contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

The final payment for Work under this Agreement will be made only after the Consultant has executed a Release and Certificate of Final Payment.

EXHIBIT "C-2"
Sample Cover Letter to RCTC

Date

Ms. Anne Mayer
Executive Director
Riverside County Transportation Commission
4080 Lemon Street, 3rd Floor
Riverside, CA 92501
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the City of _____'s invoice for professional and technical services that was rendered by our contractors in connection with the _____ Agreement No. _____ effective (Month/Day/Year). The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT "C-3"

Sample Letter from Contractor to City/County

Month/Date/Year

_____
_____
_____
Attn: Accounts Payable

Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective Month/Date/Year.

Invoice period covered is from Month/Date/Year to Month/Date/Year.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00

TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00
	==========

I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT C-4
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

RESOLUTION 2023-175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $496,079 FOR THE CONTINUED DESIGN OF THE SUN LAKES BOULEVARD EXTENSION

WHEREAS, on February 18, 2020, the Public Works Department released a Request for Proposals for the design of the Sun Lakes Boulevard Extension (also known as the Westward Avenue Extension) and on March 10, 2020, two proposals were received from Albert A. Webb Associates, Inc. and Engineering Resources of Southern California (ERSC) in the amount of $548,416.05 and $849,674.30 respectively; and

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, Kinder Morgan operates two (2) pipelines in the City of Banning which are located in easements dedicated to Kinder Morgan from 1955 and 1957 in Westward Avenue north of the proposed road centerline between Highland Home Road and Sunset Avenue within the proposed alignment of the Sun Lakes Boulevard Extension project; and

WHEREAS, the City understands that the roadway alignment must clear the Kinder Morgan easements as quickly as practicable and this late direction from Kinder Morgan requires portions of the roadway to be redesigned; and

WHEREAS, as project revisions have become necessary, City Staff has been in communication with WRCOG staff to ensure that further design efforts are consistent with the Reimbursement Agreement between the City and WRCOG; and

WHEREAS, Amendment 2 will amend the Professional Services Agreement by adding an additional $496,079 to cover Change Order No.4; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $496,079 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $1,000,000, therefore the additional expenditures related to Amendment No. 2 will be partially reimbursed by the TUMF program, which has a current balance of $307,164.39; and

WHEREAS, the City intends to request additional TUMF funding in the amount of $350,000 including contingency.

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

SECTION 1. The City Council approves Amendment No. 2 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $496,079 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 2 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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

PASSED, APPROVED AND ADOPTED this 24th day of October 2023.

Alberto Sanchez, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

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

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2023-175, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of October 2023 by the following vote, to wit:

AYES: Flynn, Gonzales, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

Exhibit A
Draft Agreement with Albert A. Webb Associates Inc.

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six

Cents ($1,248,026.66).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2025.

(c) Section 1.1, Exhibit "A" and Exhibit "D" - The Scope of Services as set forth in Section 1.1 of and Exhibits A and D to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 2, all provisions of the Agreement as amended by Amendment No. 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendments Nos. 1 through 2 to the Professional Services Agreement. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority**. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

6. **Counterparts**. This Amendment No. 2 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

7. **Electronic Signatures.** Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document

transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

Dilesh Sheth Date
Vice President

NAME: Date

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: _____

RESOLUTION 2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $57,080 FOR ENVIRONMENTAL PERMITTING RELATED BIOLOGICAL STUDIES FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, under the existing Professional Services Agreement, WEBB is working on securing regulatory permits from the Regional Water Quality Control Board (RWQCB) and the California Department of Fish and Wildlife (CDFW). To obtain these permits, pre-construction biological investigations are one of the prerequisites that must be met; and

WHEREAS, the scope of work includes pre-construction Nesting Bird Survey, Burrowing Owl Inspection survey and report; Bumble Bee habitat surveys and reports; Biological Worker's Environmental Awareness Program (WEAP) Training; and WEBB Management of Biological Services; and

WHEREAS, the biological investigations are time sensitive because they can only be conducted during certain months of the year; and

WHEREAS, Amendment No.3 will amend the Professional Services Agreement by adding an additional $57,080 to cover Change Order No.5; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $57,080 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $1,000,000, therefore the additional expenditure related to Amendment No. 2 will be partially reimbursed by the TUMF program, which has a current balance of $189,605.41; and

WHEREAS, the City intends to request additional TUMF funding in the amount of $400,000 including contingency.

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

SECTION 1. The City Council approves Amendment No. 4 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $57,080 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 4 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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 27th day of May 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Caroline Patton, Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Caroline Patton, Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-70, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 27th day of May 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Administrative City Clerk
City of Banning, California

EXHIBIT A
Amendment No.3 to the Professional Services Agreement with WEBB

AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 4.

2.3 Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Amendment No. 4 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: n/a	NAME: TITLE:
ATTEST:	
Caroline Patton Administrative City Clerk	

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

ATTACHMENT "1"

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

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[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

SoCalGas
A Sempra Energy utility®

Alana Edwards
Sr. Land Specialist
Land & Right-of-Way
8101 Rosemead Blvd. SC722K
Pico Rivera, CA 90660
Ph: (213) 671-2089
Aedward1@SoCalGas.com

March 27, 2025

VIA Electronic Mail

Marisol Lopez
Economic Development Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Southern California Gas Company's Line 2000 CLC MP 139.36-139.44 Replacement Project - Offer Letter: Temporary Right of Entry Agreement (TRE)
Location: APN: 532-130-012

Dear Ms. Lopez,

Southern California Gas Company (SoCalGas®) operates and maintains an existing pipeline and related facilities known as Line 2000, which is located on property owned by the City of Banning. SoCalGas holds the right-of-way easement recorded in Book 873, Page 234, on October 24, 1947, at the County Recorder's Office of Riverside County. We are proposing to replace approximately 400 feet of this pipeline to ensure continued service reliability for our customers. As part of this project, SoCalGas requires a temporary right of entry agreement for your property, identified as APN: 532-130-012, located in Riverside County.

SoCalGas is requesting 50,762 square feet of temporary workspace/laydown yard, as described in the enclosed Temporary Right of Entry Agreement (TRE) and depicted in the enclosed Exhibit A related to the Property identified as APN 532-130-012. We are offering compensation of Nine Thousand Dollars ($9,000.00) for the TRE, payable upon receipt of the executed agreement. This arrangement is for a period of three months.

After review and acceptance by the City of Banning's Council Board, please execute the enclosed TRE and return the original signed document. Payment will be processed for the amount once the TRE is executed.

If you have any questions regarding this offer or the project, please feel free to contact me at 562 388-3220 or via email at AEdward1@SoCalGas.com.

Sincerely,

AE

Let me know if you need any further changes!

Alana Edwards
Southern California Gas

Enclosures:
Temporary Right of Entry Agreement w/Exhibit A

TEMPORARY RIGHT OF ENTRY AGREEMENT

FOR SOUTHERN CALIFORNIA GAS COMPANY

This Temporary Right of Entry Agreement ("Agreement") is dated as of this ___ day of _____2025 and is made by and between Southern California Gas Company ("SoCalGas"), a California corporation, and the City of Banning, a California Corporation, ("Owner"), the legal owner of the property identified herein.

The property owner is the legal owner of that certain real property located in the City of Banning, County of Riverside, California, more specifically identified as A.P.N. 532-130-012 (the "Property").

Easement-SoCalGas is the owner of that certain right-of-way recorded as Book No. 873 Page 234 on October 24, 1947, in the County Recorder's Office of Riverside County, California, which covers a portion of the Property and pursuant to which SoCalGas installed a 30-inch pipeline and appurtenances under a portion of the Property.

Temporary Workspace and Work-SoCalGas request the right to fabricate any and all related above and below-ground pipes, valves, fences, and appurtenances and the right to bring and store temporarily any and all necessary vehicles, materials, and other construction equipment and stockpile on the Temporary Workspace, as defined below (all of which is hereafter referred to as "Work"). As a condition to the Temporary Workspace Owner requested that the FAA notification be completed by SoCalGas. SoCalGas made such notification on March 6, 2025, SoCalGas requests the right to perform the Work within an area of approximately 50,762 square feet as shown on the attached map. This area is referred to hereafter (individually and collectively) as "Temporary Workspace." See the Exhibit A map attached hereto and incorporated by reference.

Owner's Consent-Owner grants SoCalGas (including its subcontractors) permission to enter and use the Temporary Workspace for purposes of performing the Work. *Work may be conducted by SoCalGas or by its subcontractors during the hours of 7:00 am to 5:00 pm from Monday through Saturday.* If any conflict arises between Work and any other uses of the Property, then SoCalGas and the Owner shall work together diligently and in good faith to resolve any such conflicts.

Payment and Time Period-After SoCalGas has received the Owner's executed Agreement, and the completed IRS W-9 form and CA Form 590 or CA Form 587, SoCalGas shall pay Owner a total of $9,000.00 for the Basic Term of the Agreement, which payment shall be sent by SoCalGas' accounting department. SoCalGas (including its subcontractors) shall have access to and use of the Temporary Workspace for approximately Three months, tentatively arranged to start on or about September 22, 2025, to on or about November 22, 2025 ("Basic Term"). SoCalGas may postpone the start date of the Basic Term, in which case SoCalGas will notify the Owner in advance. In the unlikely event SoCalGas needs extra time on the Temporary Workspace, Owner agrees that SoCalGas may have additional monthly periods for the sum of $3,000.00 per month (or portion thereof), not to exceed six months.

Restoration-At the completion of the Work, SoCalGas (including through its subcontractors) will restore the Temporary Workspace to as near to its original condition and appearance as is reasonably possible.

Indemnification- SoCalGas will indemnify the Owner for any liability arising out of SoCalGas' (or its subcontractor's) Work or use of the Temporary Workspace, except to the extent such liability is due to the Owner's negligence or willful misconduct.

Entire Agreement-This Agreement constitutes the entire agreement between the parties relating to the Work and SoCalGas' entry onto the Property. Any prior agreements, promises, negotiations, or representations not expressly set forth herein are of no force and effect.

Authority- Each person executing this Agreement hereby represents and warrants (i) their authority to do so and (ii) that such authority has been duly and validly conferred.

Severability-If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

No Waiver-A waiver or a breach of a covenant or provision of this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement and no waiver shall be valid unless in writing and executed by the waiving party.

Governing Law-This Agreement shall be governed and construed in accordance with the laws of the State of California.

Recordation-This Agreement shall not be recorded. However, the Owner agrees that upon any transfer of title involving the Property during the period of the Agreement, the Owner shall give written notice of the Agreement to the new owner or transferee and written notice of the transfer to SoCalGas to the address below.

Counterparts-This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by other electronic means shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes.

Electronic Signatures-Each of the parties (i) has agreed to permit the use of electronic signatures in order to expedite the execution of this Agreement, (ii) intends to be bound by its respective electronic signatures, (iii) is aware that the other will rely on such electronically transmitted signature, and (iv) acknowledges such reliance and waives any defenses to the enforcement of this Agreement based on the fact that a signature was sent by electronic transmission only.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK- SIGNATURES ON NEXT PAGE]

The parties have read this Agreement, understand it, and agree to be bound by its terms as of the date first set forth above.

Southern California Gas Company

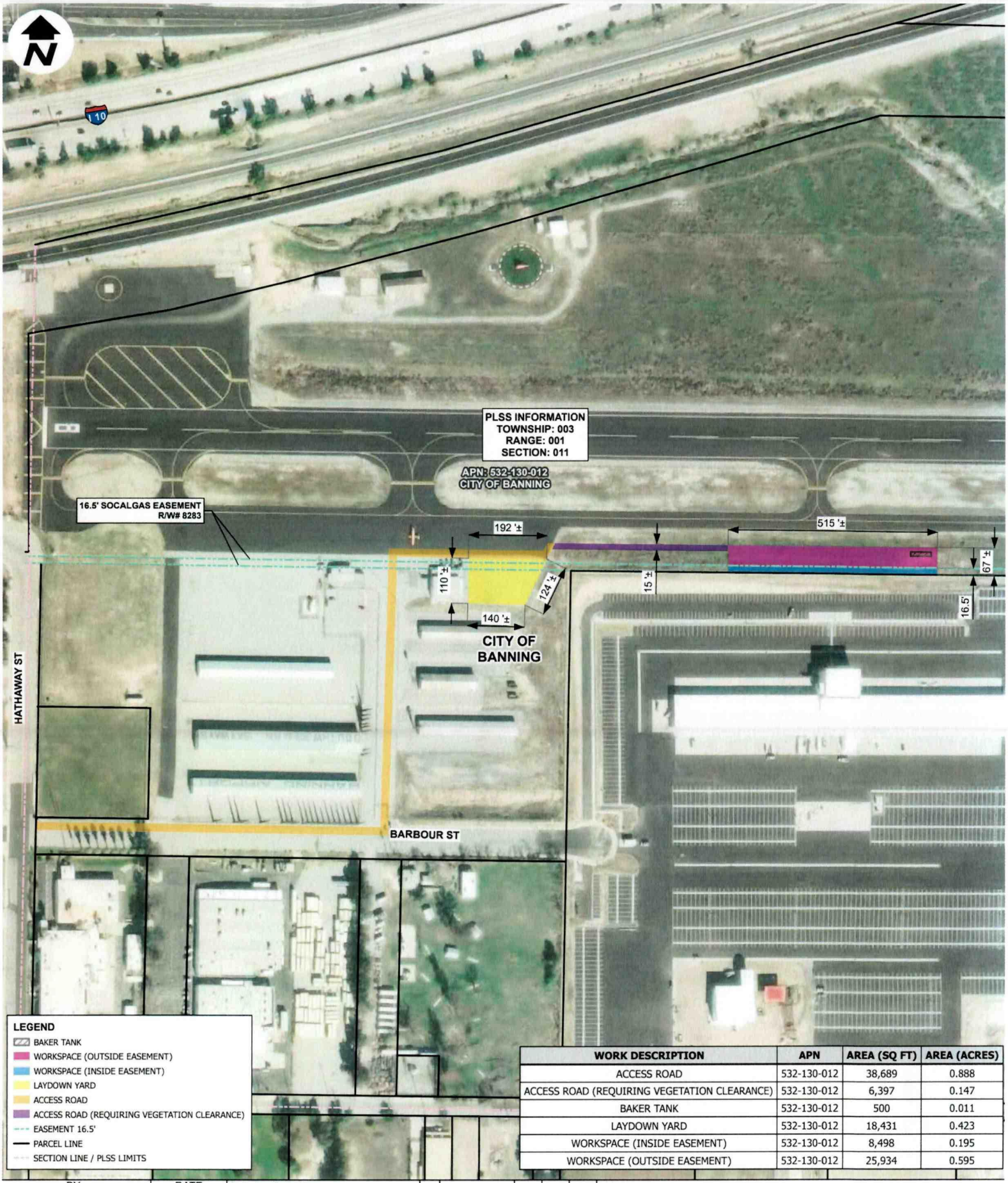
_____

Artemis G. Manos
Land and Right of Way Supervisor
For Southern California Gas Company
8101 Rosemead Blvd., SC722K
Pico Rivera, California 90660-5100

City of Banning

_____

Robert Fisher
Acting City Manager



LEGEND

- BAKER TANK
- WORKSPACE (OUTSIDE EASEMENT)
- WORKSPACE (INSIDE EASEMENT)
- LAYDOWN YARD
- ACCESS ROAD
- ACCESS ROAD (REQUIRING VEGETATION CLEARANCE)
- EASEMENT 16.5'
- PARCEL LINE
- SECTION LINE / PLSS LIMITS

WORK DESCRIPTION	APN	AREA (SQ FT)	AREA (ACRES)
ACCESS ROAD	532-130-012	38,689	0.888
ACCESS ROAD (REQUIRING VEGETATION CLEARANCE)	532-130-012	6,397	0.147
BAKER TANK	532-130-012	500	0.011
LAYDOWN YARD	532-130-012	18,431	0.423
WORKSPACE (INSIDE EASEMENT)	532-130-012	8,498	0.195
WORKSPACE (OUTSIDE EASEMENT)	532-130-012	25,934	0.595

BY		DATE
DESIGNED:	R. MATTHEWS	03/11/25
DRAWN:	S. MOLDENHAUER	03/11/25
CHECKED:	R. MATTHEWS	03/11/25
APPROVED:	B. SANDOVAL	03/11/25
CLASS:	DIST:	SCALE: 1"=150'

Service Layer Credits: Maxar

SoCalGas

150 75 0 150

REV	DATE	BY	CHK	APV	DESCRIPTION
A	03/11/25	SJM	JRM	BLS	ISSUED FOR INFORMATION

APN: 532-130-012
OWNER: CITY OF BANNING

L2000 CLC MP 139.36-139.44 REPLACEMENT

DRAWING NUMBER: 8788-EX-203
EXHIBIT A

REV: A

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: November 8, 2022.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

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TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty Six Cents ($751,947.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2024.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by this Amendment No. 1 to the Professional Services Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

5. **Authority**. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 1 does not violate any provision of any other Agreement to which said party is bound.

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IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 1 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

DocuSigned by:
Doug Schulze 11/7/2022
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
11/8/2022
72C57B436CA24C7...

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Serita Young 11/4/2022
F3821C827AF84EF...

Serita R. Young Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth, PE, TE 10/19/2022
BE3BB4E55DC146F...

Dilesh Sheth Date
Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: October 11, 2022

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

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RESOLUTION 2022-139

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $148,222 FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION; EXTENDING THE TERM OF AGREEMENT TO JUNE 30, 2024; AND RESCINDING RESOLUTION 2022-106

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05, and a 10% contingency for a total of $603,725.66; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority RCA in the amount of $24, 9873.25, paid from contingency funds; and

WHEREAS, on March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of sediment transport in the amount of $5,974.88, paid from contingency funds; and

WHEREAS, on May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out of scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222; and

WHEREAS, Amendment No.1 will amend the purchase order by adding an additional $148,222; and

WHEREAS, Amendment No. 1 will also extend the term of the Agreement to June 30, 2024; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

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WHEREAS, the project, including Amendment No. 1 is fully funded by the TUMF program up to $1,000,000.

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

SECTION 1. City Council hereby approves Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.

SECTION 2. The City Manager or designee is authorized to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.

SECTION 3. The City Manager or designee is authorized to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.

PASSED, APPROVED AND ADOPTED this 11th day of October 2022.

Colleen Wallace, Mayor
City of Banning

ATTEST:

Caroline Patton, Deputy City Clerk
City of Banning

APPROVED AS TO FORM AND LEGAL CONTENT:

Serita Young, City Attorney
Richards, Watson & Gershon

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CERTIFICATION:

I, Caroline Patton, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2022-139, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 11th day of October 2022 by the following vote, to wit:

AYES: Happe, Minjares, Sanchez, and Wallace.

NOES:

ABSENT:

ABSTAIN:

Caroline Patton, Deputy City Clerk
City of Banning, California

DocuSign Envelope ID: 5506D702-AAA7-48B1-AC91-3BB493FABE06

CITY OF BANNING
STAFF REPORT

TO: **CITY COUNCIL**

FROM: **Douglas Schulze, City Manager**

PREPARED BY: **Art Vela, Director of Public Works**
Patrick Safari, Associate Engineer

MEETING DATE: **October 11, 2022**

SUBJECT: **Consideration of Resolution 2022-139, Approving Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an Additional Amount of $148,222 for the Design of Sun Lakes Boulevard Extension; Extending the Term of Agreement to June 30, 2024; and Rescinding Resolution 2022-106**

RECOMMENDATION:

City Council adopt Resolution 2022-139:

1. Approving Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional amount of $148,222 for the Design of Sun Lakes Boulevard Extension and extend the term of the agreement to June 30, 2024.
2. Authorizing the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement Amendment No. 1 with Albert A. Webb Associates, Inc.
3. Authorizing the City Manager to execute Amendment No. 1 to the Professional Services Agreement with Albert A. Webb Associates, Inc.
4. Rescinding Resolution 2022-106.

BACKGROUND:

On April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension (“Project”) in the amount of $548,416.05 with a 10% contingency of $54,841.61, for a total of $603,725.66.

On July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project. The TUMF

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funding would fully fund the environmental documentation (CEQA) and the design of the Project.

On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

On May 12, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for additional out-of-scope work such as storm drain system design, environmental coordination with Wildlife Agencies and Western Riverside County Regional Conservation Authority (RCA), supplemental environmental documentation and jurisdictional delineation and permitting in the amount of $148,222. The change order increased the contract amount to $751,947.66.

JUSTIFICATION:

Throughout the design process and coordination with the various environmental regulatory agencies, several out-of-scope tasks were identified that were needed to be completed in order to continue progress on the Project leading to the change orders described in the background section of this report.

As a result of the extra work, Amendment No.1 will also extend the term of the Agreement to June 30, 2024.

FISCAL IMPACT:

An appropriation from the Measure A Fund in the amount of $148,222 to Account No. 101-4900-431.93-16 is necessary to cover the current change order $148,222 as described above. A contingency balance will remain equal to $23,883.48.

The project is fully funded by the TUMF program up to $1,000,000, therefore the additional expenditures related to Amendment No. 1 will be fully reimbursed by the TUMF program.

ALTERNATIVES:

1. Approve Resolution 2022-139
2. Do not approve Resolution 2022-139 and provide alternative direction to staff.

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ATTACHMENTS:

1. Resolution 2022-139
   https://banningca.gov/DocumentCenter/View/11549/Att-1-Resolution-2022-139
2. Approved Resolution 2020-48
   https://banningca.gov/DocumentCenter/View/11550/Att-2-CC-Resolution-No-2020-048
3. Approved Resolution 2020-97
   https://banningca.gov/DocumentCenter/View/11551/Att-3-CC-Resolution-No-2020-097
4. Professional Services Agreement with Webb
   https://banningca.gov/DocumentCenter/View/11552/Att-4-Professional-Services-Agreement-with-Webb
5. Amendment No.1 to the Webb Agreement
   https://banningca.gov/DocumentCenter/View/11547/Att-5-Amendment-No-1
6. Change Orders
   https://banningca.gov/DocumentCenter/View/11548/Att-6--Change-Orders

Approved by:

Douglas Schulze
City Manager

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CHANGE ORDER

Change Order No. 2

Purchase Order No. 030269

Date 1/25/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Sediment Transport Study was needed to assess the potential sediment transport capacity at the proposed arched culverts crossings.

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CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 573,399.30
Contract Price due to this Change Order will be (increased)	$ 5,974.88
New Contract Price including this Change Order	$ 579,374.18

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: 1/26/2022

Approved by: _____ Date: 1/27/22

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CHANGE ORDER

Change Order No. 1

Purchase Order No. 030269

Date 1/11/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Coordination with RCA, meetings with RCA, analysis of arched culvert design, coordination and plan revisions per Sunset Crossroads Project.

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CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 548,416.05
Contract Price due to this Change Order will be (increased)	$ 24,983.25
New Contract Price including this Change Order	$ 573,399.30

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: 1/11/2022

Approved by: _____ Date: 1/14/22

Richards, Watson & Gershon - 2018

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RESOLUTION 2020-97

ADOPT RESOLUTION 2020-97, AUTHORIZING THE CITY MANAGER TO EXECUTE A TUMF REIMBURSEMENT AGREEMENT WITH WRCOG FOR UP TO $1,000,000 IN TUMF FUNDS FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT

WHEREAS, Western Riverside Council of Government (WRCOG) has developed and administers the Transportation Uniform Mitigation Fee (TUMF) program, a regional fee program designed to provide transportation infrastructure to mitigate the impact of new growth in western Riverside County. The City of Banning is an active member in WRCOG; and

WHEREAS, as the program administrator, WRCOG allocates TUMF funds to a variety of agencies, including the Riverside County Transportation Commission (RCTC), Riverside Transit Agency (RTA), Western Riverside Regional Conservation Authority (RCA) and western Riverside cities and Riverside County areas through applicable TUMF Zones; and

WHEREAS, the City of Banning is part of the Pass Zone along with the City of Calimesa, City of Beaumont and Riverside County (District 5); and

WHEREAS, the Pass Zone Transportation Improvement Program (TIP), which included the Sun Lakes Boulevard Extension project, was approved by the WRCOG Executive Committee at its May 4, 2020 meeting; and

WHEREAS, the TUMF Reimbursement Agreement will provide up to $1,000,000 in TUMF funds in the form of a reimbursement to the City of Banning for expenditures related to the Sun Lakes Boulevard Extension project; and

WHEREAS, the WRCOG Executive Committee approved the TUMF Reimbursement Agreement at its June 1, 2020 meeting.

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

Section 1. The Banning City Council adopts Resolution 2020-97 authorizing the City Manager to execute the TUMF Reimbursement Agreement with WRCOG for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project.

Section 2. The City Manager or his designee is authorized to record the reimbursement funds and to make all necessary budget adjustments, appropriations and transfers related to the TUMF Reimbursement Agreement for the Sun Lakes Boulevard Extension project.

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PASSED, APPROVED AND ADOPTED this 14th day of July, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk
City of Banning

APPROVED AS TO FORM
AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

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CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution No. 2020-97, was adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th day of July, 2020, by the following vote, to wit:

AYES: Councilmembers Happe, Pingree, Wallace, Welch and Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning

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RESOLUTION 2020-48

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE DESIGN OF THE SUN LAKES BOULEVARD EXTENSION FROM HIGHLAND HOME ROAD TO SUNSET AVENUE, TO ALBERT A. WEBB ASSOCIATES IN THE AMOUNT OF $548,416.05 AND APPROVING A 10% CONTINGENCY FOR A TOTAL PROJECT BUDGET OF "NOT-TO-EXCEED" $603,258.05

WHEREAS, there is a current need for a new road on the south side of Interstate 10 to close a gap in the City's street network from Highland Home Road to Sunset Avenue to reduce existing congestion at the Highland Springs Avenue interchange and to accommodate expected growth within the City; and

WHEREAS, on February 11, 2020, under Resolution 2020-21 the City Council accepted Lots A, D, E, F and G for the necessary right-of-way for the extension of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The lots were originally offered to the City on Parcel Map 25541 approved on August 28, 1990, at which time the City deferred the approval of the right-of-way to a future date; and

WHEREAS, on March 24, 2020, under Resolution 2020-37, the City Council approved General Plan Amendment 19-2502 and Environmental Assessment 19-1503, a proposed amendment to the Circulation Element of the General Plan to modify the alignment of Sun Lakes Boulevard from its existing General Plan alignment with Lincoln Street to the proposed alignment with Westward Avenue following closely the right-of-way offered on Parcel Map 25541; and

WHEREAS, on February 18, 2020, staff released an Invitation for Bid for the Design of the Sun Lakes Boulevard Extension to five (5) consultants on the on-call engineering list approved by City Council on September 10, 2019 under Resolution 2019-116 and received three (3) proposals ranging in costs from $508,678 to $849,674; and

WHEREAS, staff evaluated the proposals based on qualifications, cost, experience with the request scope of services and response to the request for proposals. As a result, staff recommends the award of a professional services agreement to Albert A. Webb Associates, in the amount of $548,416.05; and

WHEREAS, the total project budget of $603,258.05, which includes a 10% contingency, will be funded by Measure A funds. The project costs are eligible and expected to be reimbursed by the Western Riverside Council of Governments (WRCOG) via the Transportation Uniform Mitigation Fee (TUMF) program.

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

SECTION 1. The City of Banning City Council adopts Resolution No. 2020-48 Professional Services Agreement for the Design of the Sun Lakes Boulevard Extension from Highland Home Road to Sunset Avenue, to Albert A. Webb Associates in the amount of $548,416.05 and approves a 10% contingency for a total project budget of "not-to-exceed" $603,258.05.

SECTION 2. City Council authorizes the City Manager or his designee to make necessary budget adjustments, appropriations and transfers related to the Professional Services Agreement with Albert A. Webb Associates and to approve change orders within the 10% contingency.

SECTION 3. The City Manager is authorized to execute the Professional Services Agreement with Albert A. Webb Associates.

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

PASSED, APPROVED and ADOPTED this 14th day of April, 2020.

Daniela Andrade

Daniela Andrade, Mayor
City of Banning

ATTEST:

Sonja De La Fuente, Deputy City Clerk

APPROVED AS TO FORM AND LEGAL CONTENT:

Kevin G. Ennis, Esq., City Attorney
Richards, Watson & Gershon

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CERTIFICATION:

I, Sonja De La Fuente, Deputy City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2020-48 was duly adopted by the City Council of the City of Banning at a Regular Meeting thereof held on the 14th of April, 2020.

AYES: Councilmembers Happe, Pingree, Wallace, Welch & Mayor Andrade

NOES: None

ABSTAIN: None

ABSENT: None

Sonja De La Fuente, Deputy City Clerk
City of Banning, California

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AGREEMENT FOR PROFESSIONAL SERVICES (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 6/23/2020, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **ALBERT A WEBB ASSOCIATES, a** California corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services for the design of Sun Lakes Boulevard extension prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

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standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

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1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

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1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Dilesh Sheth	Vice President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

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2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

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Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than $ 548,416.05 (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section IV of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

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City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

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3.4 Term.

The Term of this Agreement shall be from the Effective Date through October 3, 2022, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

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edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

2) Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential

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damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

4) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities and Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

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D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole

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risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such

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court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

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Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

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6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would

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require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City

Attn: Patrick Safari
Associate Engineer
City of Banning
99 East Ramsey Street
Banning, California 90220
Email: psafari@banningca.gov

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With a courtesy copy to: Kevin G. Ennis, City Attorney
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Email: kennis@rwglaw.com

If to Consultant: Dilesh Sheth
Vice President
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Email: dilesh.sheth@webbassociates.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

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

8.5 Severability.

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

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8.6 Mutual Cooperation.

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

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

8.7 No Third Party Beneficiaries Intended.

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

8.8 Final Payment Acceptance Constitutes Release.

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

8.9 Non-Appropriation of Funds.

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

8.10 Headings.

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

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8.11 Word Usage.

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

8.12 Business Days.

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

8.13 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BANNING

DocuSigned by:
Doug Schulze 6/23/2020
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Sonja De La Fuente 6/23/2020
9C9C3E6DD5AB49B...

Sonja De La Fuente Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis 6/23/2020
940BF72E9643480...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth 6/23/2020
BE3BB4E56D148B...

NAME: Dilesh Sheth Date
TITLE: Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street, Riverside, Ca 92506

City Council Approval: 04/14/2020

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

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing design of Sun Lakes Boulevard extension prepared in connection therewith:

I. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. Consultant shall provide services necessary to provide a complete (construction ready) project.

Task 1. Project Management

The consultant shall attend regular status meetings with the City throughout the duration of the project as well as prepare monthly progress reports. The consultant shall develop and maintain a detailed work program and schedule the development of a project specific Work Plan. The Work Plan will include, at a minimum, details of methodology, sequence of tasks, lists of deliverables, milestone submittal schedule, summary of organizational responsibilities and contacts, as well as reporting and invoicing procedures. The consultant will meet face to face with the Project Design Team (PDT) monthly. The consultant will be responsible to facilitate other meetings as necessary with City Departments and other key stakeholders, creating meeting agendas with input from the City and prepare and distribute meeting minutes.

Deliverables: Work Plan, Monthly Progress Reports, Meeting Agendas and Meeting Minutes.

Task 2. Project Development

2.1 Data Collection and Site Reconnaissance

Consultant shall collect and review available existing reports, data, as-built plans, and information relevant to the project from the City, County and any other agency necessary to complete the work, including assessor's information and any utilities that exist in the area. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns, existing design constraints and existing/ongoing improvements in the project area.

Deliverables: Field Review Notes, Photo Logs, Copies of Existing Data

2.2 Survey and Aerial Topographic Mapping

Consultant shall research available record information pertaining to the project including: Tract Maps, Records of Survey, Parcel Maps and Right-of-Way Maps.

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Consultant shall provide topographical mapping at 1-foot contour intervals and field surveying to identify existing topographical features. Tie out any and all survey monuments that may be disturbed by the work. Establish street centerline and centerline stationing to an accuracy of one-tenth foot (0.10'). Establish temporary benchmarks required for the work and provide all elevations, dimensions and other measurements necessary to establish proper line and grade.

Deliverables: AutoCAD drawing file of the survey points

2.3 Utility Research and Base Mapping

Consultant shall act on behalf of the City of Banning and contact all utility purveyors to determine if existing facilities are present in the area. Utility data shall be base mapped and include appropriate identification by their respective owner, location and size.

2.4 Public Outreach

Due to the number of residences and existing developments located adjacent to the project site, the Consultant shall include the necessary public outreach. At a minimum, this shall be conducted in an "Open house" fashion to give the adjacent neighbors a chance to learn about the project and note any potential concerns.

Deliverables: Letters to Utility Owners, Utility As-Built Maps, Utility Base Map

Task 3. Preliminary Engineering Design

3.1 Roadway Geometric Approval Drawings (GAD's)

Consultant shall analyze and prepare a proposed alignment consistent with the existing right-of-way and in accordance with the Caltrans Highway Design Manual for geometric features. It is anticipated that right-of-way will not be required as a part of this project; however, construction easements, slope easements, etc. may still be required. The GAD shall include typical cross sections as well as the identification of existing rights-of-way and property lines to determine any need for right-of-way or easements.

Deliverables: Geometric Approval Drawings (30% Complete Plans),

Preliminary Cost Estimate, Preliminary Right-of-Way Requirements Map

3.2 Preliminary Roadway Drainage Plans

Consultant shall prepare drainage design for the proposed improvements in accordance with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) design standards. The consultant shall review any available hydrology reports and prepare necessary analysis in accordance with RCFC&WCD

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as well as City requirements to determine the amount of drainage tributary to the project area and to review the capacity of existing drainage facilities. Consultant shall review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Existing drainage patterns and runoff tributary areas to the site shall be determined. Consultant shall perform necessary analysis to determine hydraulic function and size of necessary facilities.

Deliverables: Drainage Design Report, 30% Drainage Plans (shown on the GAD)

Task 4. Environmental Documentation

Consultant shall identify environmental impacts under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) if necessary. Environmental services shall include identification and preparation of an Initial Study Assessment, technical studies and environmental document for City review and approval as necessary for CEQA clearance. The City currently anticipates an IS/MND as the appropriate CEQA document for the project. The Consultant shall evaluate the City's recommendation and determine if the IS/MND is the appropriate document for this project. Based on this assumption, the proposal should include timing and cost breakdowns for the initial assessment, as well as costs associated with potential focused surveys. At a minimum, the consultant shall address:

4.1 Traffic Impact Analysis

Consultant shall prepare a TIA for the proposed improvements for CEQA documentation. The study will address the changes in traffic volumes and patterns in the immediate vicinity. At a minimum, the study shall look at adjacent intersections to determine if traffic controls (stop control, traffic signals, etc.) are required. The consultant shall assume that Vehicle Miles Traveled (VMT) analysis will be required in conformance with SB 743.

4.2 Air Quality and Greenhouse Gas

These studies will be used in the CEQA review. The studies should include a written report (with photos of the site) discussing air quality and greenhouse gas impacts.

4.3 Biological Study

Based on the recent Negative Declaration for the modification to the City's General Plan Circulation Element, at a minimum this shall include a burrowing owl survey and Los Angeles Pocket Mouse Survey. An MSHCP consistency analysis will need to be completed as a part of this study. The necessary habitat assessments shall include written reports (with photos of the site) indicating whether or not the site contains suitable habitat.

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4.4 Cultural Study and Paleontological Resources Report

The Cultural Study and Paleontological Resources Report should include a written report following the guidelines for Archaeological Resource Management Reports prepared by the California Office of Historical Preservation, Preservation Planning Bulletin 4(a), December 1989. AB52 compliance shall also be included in the scope of services.

4.5 Noise Study

The Noise Study shall include a written report (with photos of the site) identifying short- and long-term noise impacts, and any mitigation measures required to reduce these impacts to less than significant. Deliverables: CEQA IS/MND, Responses to Comments, Copies of Studies, Correspondence.

Task 5. Final Design Reports and Studies

Consultant shall provide final Design Reports and Studies necessary to complete the project. The following recommendations may be necessary:

5.1 Utility Coordination

Review and verification of facilities that may be in conflict based on results of potholing; relocation of any existing utilities determined to be in conflict; liability for all utility conflicts; agreements as necessary; issuance of notices to relocate as necessary.

5.2 Geotechnical Design Report

Structural conditions and recommendations that may include over excavation and recompaction areas or surcharges; all necessary analysis for proper design of the project objectives, R-values of subgrade material and the structural section of the roadway using the latest traffic index.

5.3 Supplemental Design Surveys

Provide potholing map as necessary for utility surveying in the field; establish potholing location and record elevations of any utilities located.

5.4 Storm Water Pollution Prevention Plan (SWPPP)

In compliance with National Pollution Discharge Elimination system (NPDES) requirements as well as Construction General Permits; address project's risk level; provide Notice of Intent (NOI) and assist with uploading NOI & SWPPP into the "SMARTs" system.

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Deliverables: Utility Correspondences (i.e. Relocation Claim Letters, Agreements, Notice to Relocate, etc.), Final Studies/Reports.

Task 6. Final Design Plans, Specifications and Estimates

Consultant shall prepare a complete set of improvement plans compatible with AutoCAD 2019. PS&E submittals will be required at the 60%, 90% and 100% design intervals. The plans shall include a cover sheet with all sheets using the City title block and prepared in accordance with the regulations and standards of the City of Banning. At a minimum, the plans shall include the following new, modification or relocation of existing improvements:

· Street Improvements
· Grading
· Easement Documents
· Sidewalk, Curb & Gutter
· Retaining Walls and/or Structures
· Storm Drain
· Landscape & Irrigation
· Signing & Striping
· Erosion Control and Storm Water Pollution Prevention Plan (if necessary)
· Construction Options, Phasing and Detour Plans
· Street Lighting, Traffic Signals and Modifications
· Utilities
· Intersecting Street Designs
· Driveway Approaches
· Record of Existing Survey Monuments
· Other Related Work

Consultant shall address all plan check comments, to the satisfaction of the City Engineer. Final Plans shall be submitted on 24" X 36" mylars

Deliverables: 60%, 90%, 100% PS&E Submittals, Final PS&E, Electronic Versions of each Submittal.

Task 7. Permitting

Consultant shall investigate and process all required permits if necessary, including, but not limited to the following: Riverside County Flood Control & Water Conservation District, National Pollution Discharge Elimination System, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, State of California Water Resources Control Board, and Regional Conservation Authority.

Deliverables: Correspondence with Various Agencies, Permit Applications and Final Permits

Task 8. Bidding/Construction Support

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Consultant shall be available during the advertisement and construction of the project to answer RFI's as well as prepare necessary addenda. The consultant shall plan to attend, at a minimum, the following meetings: pre-bid meeting and pre-construction meeting. The Consultant shall review shop drawings and submittals from the contractor for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Upon written authorization from the City, consultant shall provide engineering design services for revisions to construction documents resulting from changed or unforeseen conditions, or other change order work required due to actions of the City. The Consultant shall assume a minimum of eight (8) site visits during construction as requested by the City. Upon completion of the project, the consultant shall use information based on redlined information provided by the contractor and the City to prepare as-built plans. As-built plans shall be submitted to the City within one (1) month of receipt of as-built plans.

Deliverables: Meeting Attendance, Response to Bidder's/Contractor's RFIs, Design Addenda, Submittal Reviews, As-Built Plans

II. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

A. In-person meetings or teleconference.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

III. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

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EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date 6/23/2020 **Signature** DocuSigned by: Dilesh Sheth BE3BB4E55DC146F...

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12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates.

TASK	DESCRIPTION	SUB-BUDGET
1.	Project Management	$19,970
2.	Project Development	$26,206
3.	Preliminary Engineering Design	$76,154
4.	Environmental Documentation	$159,470
5.	Final Design Report and Studies	$67,250
6.	Final Design, Specifications and Estimates	$183,236
7.	Permitting	$11,130
8.	Bidding/Construction Support	$5,000
	TOTAL	**$548,416.05**

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for Services shall not exceed $548,416.05 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

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EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

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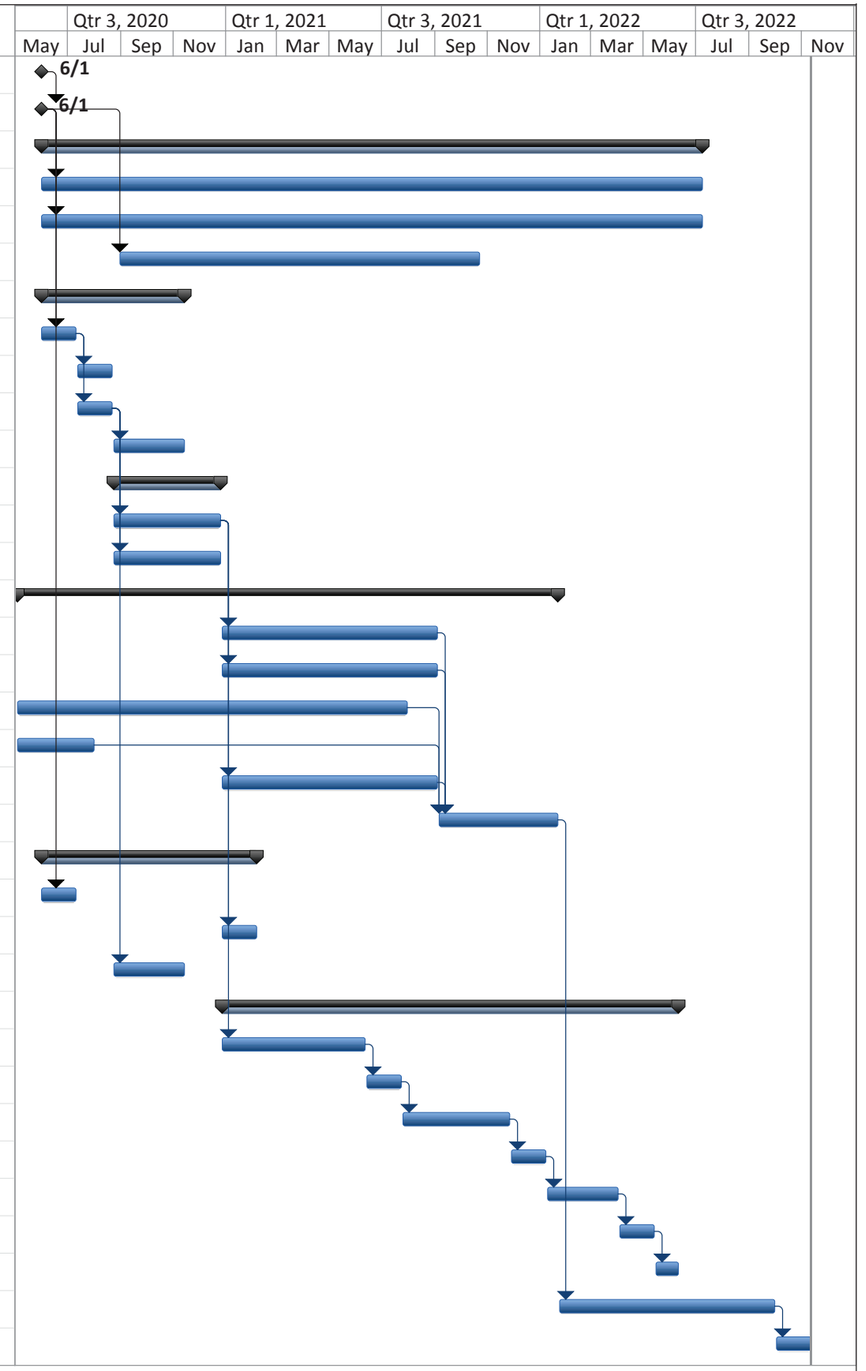
Section D. Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Contract Award	0 days	Mon 6/1/20	Mon 6/1/20	
2	Project Kick-Off Meeting	0 days	Mon 6/1/20	Mon 6/1/20	1
3	**Task 1 - Project Management**	**550 days**	**Mon 6/1/20**	**Fri 7/8/22**	
4	1.1 - Coordination and Meetings (Prepare Agendas and Minutes)	550 days	Mon 6/1/20	Fri 7/8/22	**2**
5	1.2 - Prepare Monthly Progress Reports and Work Plans	550 days	Mon 6/1/20	Fri 7/8/22	**2**
6	1.3 - Coordination with Stakeholders and Agencies	300 days	Mon 8/31/20	Fri 10/22/21	2
7	**Task 2 - Project Development**	**120 days**	**Mon 6/1/20**	**Fri 11/13/20**	
8	2.1 - Data Collection and Site Reconnaissance	30 days	Mon 6/1/20	Fri 7/10/20	2
9	2.2 - Survey and Aerial Topographic Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
10	2.3 - Utility Research and Base Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
11	2.4 - Public Outreach	60 days	Mon 8/24/20	Fri 11/13/20	10
12	**Task 3 - Prelinimary Engineering Design**	**90 days**	**Mon 8/24/20**	**Fri 12/25/20**	
13	3.1 - Roadway Geometric Approval Drawing (GAD)	90 days	Mon 8/24/20	Fri 12/25/20	10
14	3.2 - Preliminary Roadway Drainage Plans	90 days	Mon 8/24/20	Fri 12/25/20	10
15	**Task 4 - Environmental Documentation**	**450 days**	**Mon 5/4/20**	**Fri 1/21/22**	
16	4.1 - Traffic Impact Analysis	180 days	Mon 12/28/20	Fri 9/3/21	13
17	4.2 - Air Quality and Greenhouse Gas	180 days	Mon 12/28/20	Fri 9/3/21	13
18	4.3 - Biological Study	325 days	Mon 5/4/20	Fri 7/30/21	
19	4.4 - Cultural Study and Paleontological Report	65 days	Mon 5/4/20	Fri 7/31/20	
20	4.5 - Noise Study	180 days	Mon 12/28/20	Fri 9/3/21	13
21	4.6 - CEQA Documentation	100 days	Mon 9/6/21	Fri 1/21/22	16,17,18,19,20
22	**Task 5 - Final Design Reports and Studies**	**180 days**	**Mon 6/1/20**	**Fri 2/5/21**	
23	5.1 - Utility Coordination	30 days	Mon 6/1/20	Fri 7/10/20	2
24	5.2 - Supplemental Design Survey	30 days	Mon 12/28/20	Fri 2/5/21	13
25	5.3 - Storm Water Pollution Prevention Plan (SWPPP)	60 days	Mon 8/24/20	Fri 11/13/20	10
26	**Task 6 - Final Design Plans, Specifications and Estimate**	**380 days**	**Mon 12/28/20**	**Fri 6/10/22**	
27	Preparation of 60% Plans	120 days	Mon 12/28/20	Fri 6/11/21	13
28	City Review of 60% Plans	30 days	Mon 6/14/21	Fri 7/23/21	27
29	Preparation of 90% PS&E	90 days	Mon 7/26/21	Fri 11/26/21	28
30	City Review of 90% PS&E	30 days	Mon 11/29/21	Fri 1/7/22	29
31	Preparation of 100% PS&E	60 days	Mon 1/10/22	Fri 4/1/22	30
32	City Review of 100% PS&E	30 days	Mon 4/4/22	Fri 5/13/22	31
33	Approval of PS&E Package	20 days	Mon 5/16/22	Fri 6/10/22	32
34	**Task 7 - Regulatory Permitting**	180 days	Mon 1/24/22	Fri 9/30/22	21
35	**Task 8 - Bidding / Construction Support**	30 days	Mon 10/3/22	Fri 11/11/22	34



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AGREEMENT FOR PROFESSIONAL SERVICES (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: 6/23/2020, ("Effective Date") by and between the **CITY OF BANNING, a California municipal corporation** ("City") and **ALBERT A WEBB ASSOCIATES, a** California corporation, ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought, by issuance of a Request for Proposals, the performance of the services for the design of Sun Lakes Boulevard extension prepared in connection therewith, and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional

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standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in the California Labor Code. Therefore, as to those services that are "public works," Consultant shall comply in all respects with all applicable provisions of the California Labor Code, including those set forth in **Exhibit B** hereto.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

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1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

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1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Dilesh Sheth	Vice President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

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2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

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Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than $ 548,416.05 (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in writing as set forth in Section 1.8 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section IV of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

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City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

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3.4 Term.

The Term of this Agreement shall be from the Effective Date through October 3, 2022, unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest

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edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

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4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) Indemnity for Design Professional Services. To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify, and hold harmless City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c).

2) Other Indemnities. Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential

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damages (collectively "Claims"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

3) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.3.

4) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities and Claims, in law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities and Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

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D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of three (3) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents") prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole

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risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such

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court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any

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Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

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6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would

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require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City

Attn: Patrick Safari
Associate Engineer
City of Banning
99 East Ramsey Street
Banning, California 90220
Email: psafari@banningca.gov

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With a courtesy copy to: Kevin G. Ennis, City Attorney
Richards, Watson & Gershon
355 South Grand Avenue, 40th Floor
Los Angeles, California 90071
Email: kennis@rwglaw.com

If to Consultant: Dilesh Sheth
Vice President
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
Email: dilesh.sheth@webbassociates.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

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

8.5 Severability.

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

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8.6 Mutual Cooperation.

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

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

8.7 No Third Party Beneficiaries Intended.

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

8.8 Final Payment Acceptance Constitutes Release.

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

8.9 Non-Appropriation of Funds.

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

8.10 Headings.

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

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8.11 Word Usage.

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

8.12 Business Days.

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

8.13 Corporate Authority.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BANNING

DocuSigned by:
Doug Schulze 6/23/2020
0AD14BA217CE497...

Douglas Schulze, Date
City Manager

ATTEST:

DocuSigned by:
Sonja De La Fuente 6/23/2020
9C9C3E6DD5AB49B...

Sonja De La Fuente Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

DocuSigned by:
Kevin Ennis 6/23/2020
940BF72E964348C...

Kevin G. Ennis, Esq., Date
City Attorney

CONSULTANT

DocuSigned by:
Dilesh Sheth 6/23/2020
BE3BB4E55DC146F...

NAME: Dilesh Sheth Date
TITLE: Vice President

NAME: Date
TITLE:

95-1723730

Tax ID No.

Address:
3788 McCray Street, Riverside, Ca 92506

City Council Approval: 04/14/2020

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

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EXHIBIT "A"
SCOPE OF SERVICES

I. Consultant will perform the following Services in connection with providing design of Sun Lakes Boulevard extension prepared in connection therewith:

I. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. Consultant shall provide services necessary to provide a complete (construction ready) project.

Task 1. Project Management

The consultant shall attend regular status meetings with the City throughout the duration of the project as well as prepare monthly progress reports. The consultant shall develop and maintain a detailed work program and schedule the development of a project specific Work Plan. The Work Plan will include, at a minimum, details of methodology, sequence of tasks, lists of deliverables, milestone submittal schedule, summary of organizational responsibilities and contacts, as well as reporting and invoicing procedures. The consultant will meet face to face with the Project Design Team (PDT) monthly. The consultant will be responsible to facilitate other meetings as necessary with City Departments and other key stakeholders, creating meeting agendas with input from the City and prepare and distribute meeting minutes.

Deliverables: Work Plan, Monthly Progress Reports, Meeting Agendas and Meeting Minutes.

Task 2. Project Development

2.1 Data Collection and Site Reconnaissance

Consultant shall collect and review available existing reports, data, as-built plans, and information relevant to the project from the City, County and any other agency necessary to complete the work, including assessor's information and any utilities that exist in the area. Consultant shall conduct a field investigation to familiarize the project team with the drainage conditions, flow patterns, existing design constraints and existing/ongoing improvements in the project area.

Deliverables: Field Review Notes, Photo Logs, Copies of Existing Data

2.2 Survey and Aerial Topographic Mapping

Consultant shall research available record information pertaining to the project including: Tract Maps, Records of Survey, Parcel Maps and Right-of-Way Maps.

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Consultant shall provide topographical mapping at 1-foot contour intervals and field surveying to identify existing topographical features. Tie out any and all survey monuments that may be disturbed by the work. Establish street centerline and centerline stationing to an accuracy of one-tenth foot (0.10'). Establish temporary benchmarks required for the work and provide all elevations, dimensions and other measurements necessary to establish proper line and grade.

Deliverables: AutoCAD drawing file of the survey points

2.3 Utility Research and Base Mapping

Consultant shall act on behalf of the City of Banning and contact all utility purveyors to determine if existing facilities are present in the area. Utility data shall be base mapped and include appropriate identification by their respective owner, location and size.

2.4 Public Outreach

Due to the number of residences and existing developments located adjacent to the project site, the Consultant shall include the necessary public outreach. At a minimum, this shall be conducted in an "Open house" fashion to give the adjacent neighbors a chance to learn about the project and note any potential concerns.

Deliverables: Letters to Utility Owners, Utility As-Built Maps, Utility Base Map

Task 3. Preliminary Engineering Design

3.1 Roadway Geometric Approval Drawings (GAD's)

Consultant shall analyze and prepare a proposed alignment consistent with the existing right-of-way and in accordance with the Caltrans Highway Design Manual for geometric features. It is anticipated that right-of-way will not be required as a part of this project; however, construction easements, slope easements, etc. may still be required. The GAD shall include typical cross sections as well as the identification of existing rights-of-way and property lines to determine any need for right-of-way or easements.

Deliverables: Geometric Approval Drawings (30% Complete Plans),

Preliminary Cost Estimate, Preliminary Right-of-Way Requirements Map

3.2 Preliminary Roadway Drainage Plans

Consultant shall prepare drainage design for the proposed improvements in accordance with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) design standards. The consultant shall review any available hydrology reports and prepare necessary analysis in accordance with RCFC&WCD

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as well as City requirements to determine the amount of drainage tributary to the project area and to review the capacity of existing drainage facilities. Consultant shall review public agency's available hydrology/hydraulic and storm drain plan records for existing drainage facilities within and adjacent to the project site. Existing drainage patterns and runoff tributary areas to the site shall be determined. Consultant shall perform necessary analysis to determine hydraulic function and size of necessary facilities.

Deliverables: Drainage Design Report, 30% Drainage Plans (shown on the GAD)

Task 4. Environmental Documentation

Consultant shall identify environmental impacts under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) if necessary. Environmental services shall include identification and preparation of an Initial Study Assessment, technical studies and environmental document for City review and approval as necessary for CEQA clearance. The City currently anticipates an IS/MND as the appropriate CEQA document for the project. The Consultant shall evaluate the City's recommendation and determine if the IS/MND is the appropriate document for this project. Based on this assumption, the proposal should include timing and cost breakdowns for the initial assessment, as well as costs associated with potential focused surveys. At a minimum, the consultant shall address:

4.1 Traffic Impact Analysis

Consultant shall prepare a TIA for the proposed improvements for CEQA documentation. The study will address the changes in traffic volumes and patterns in the immediate vicinity. At a minimum, the study shall look at adjacent intersections to determine if traffic controls (stop control, traffic signals, etc.) are required. The consultant shall assume that Vehicle Miles Traveled (VMT) analysis will be required in conformance with SB 743.

4.2 Air Quality and Greenhouse Gas

These studies will be used in the CEQA review. The studies should include a written report (with photos of the site) discussing air quality and greenhouse gas impacts.

4.3 Biological Study

Based on the recent Negative Declaration for the modification to the City's General Plan Circulation Element, at a minimum this shall include a burrowing owl survey and Los Angeles Pocket Mouse Survey. An MSHCP consistency analysis will need to be completed as a part of this study. The necessary habitat assessments shall include written reports (with photos of the site) indicating whether or not the site contains suitable habitat.

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4.4 Cultural Study and Paleontological Resources Report

The Cultural Study and Paleontological Resources Report should include a written report following the guidelines for Archaeological Resource Management Reports prepared by the California Office of Historical Preservation, Preservation Planning Bulletin 4(a), December 1989. AB52 compliance shall also be included in the scope of services.

4.5 Noise Study

The Noise Study shall include a written report (with photos of the site) identifying short- and long-term noise impacts, and any mitigation measures required to reduce these impacts to less than significant. Deliverables: CEQA IS/MND, Responses to Comments, Copies of Studies, Correspondence.

Task 5. Final Design Reports and Studies

Consultant shall provide final Design Reports and Studies necessary to complete the project. The following recommendations may be necessary:

5.1 Utility Coordination

Review and verification of facilities that may be in conflict based on results of potholing; relocation of any existing utilities determined to be in conflict; liability for all utility conflicts; agreements as necessary; issuance of notices to relocate as necessary.

5.2 Geotechnical Design Report

Structural conditions and recommendations that may include over excavation and recompaction areas or surcharges; all necessary analysis for proper design of the project objectives, R-values of subgrade material and the structural section of the roadway using the latest traffic index.

5.3 Supplemental Design Surveys

Provide potholing map as necessary for utility surveying in the field; establish potholing location and record elevations of any utilities located.

5.4 Storm Water Pollution Prevention Plan (SWPPP)

In compliance with National Pollution Discharge Elimination system (NPDES) requirements as well as Construction General Permits; address project's risk level; provide Notice of Intent (NOI) and assist with uploading NOI & SWPPP into the "SMARTs" system.

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Deliverables: Utility Correspondences (i.e. Relocation Claim Letters, Agreements, Notice to Relocate, etc.), Final Studies/Reports.

Task 6. Final Design Plans, Specifications and Estimates

Consultant shall prepare a complete set of improvement plans compatible with AutoCAD 2019. PS&E submittals will be required at the 60%, 90% and 100% design intervals. The plans shall include a cover sheet with all sheets using the City title block and prepared in accordance with the regulations and standards of the City of Banning. At a minimum, the plans shall include the following new, modification or relocation of existing improvements:

· Street Improvements
· Grading
· Easement Documents
· Sidewalk, Curb & Gutter
· Retaining Walls and/or Structures
· Storm Drain
· Landscape & Irrigation
· Signing & Striping
· Erosion Control and Storm Water Pollution Prevention Plan (if necessary)
· Construction Options, Phasing and Detour Plans
· Street Lighting, Traffic Signals and Modifications
· Utilities
· Intersecting Street Designs
· Driveway Approaches
· Record of Existing Survey Monuments
· Other Related Work

Consultant shall address all plan check comments, to the satisfaction of the City Engineer. Final Plans shall be submitted on 24" X 36" mylars

Deliverables: 60%, 90%, 100% PS&E Submittals, Final PS&E, Electronic Versions of each Submittal.

Task 7. Permitting

Consultant shall investigate and process all required permits if necessary, including, but not limited to the following: Riverside County Flood Control & Water Conservation District, National Pollution Discharge Elimination System, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, State of California Water Resources Control Board, and Regional Conservation Authority.

Deliverables: Correspondence with Various Agencies, Permit Applications and Final Permits

Task 8. Bidding/Construction Support

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Consultant shall be available during the advertisement and construction of the project to answer RFI's as well as prepare necessary addenda. The consultant shall plan to attend, at a minimum, the following meetings: pre-bid meeting and pre-construction meeting. The Consultant shall review shop drawings and submittals from the contractor for conformance with the contract plans and specifications, and make recommendations for acceptance, denial or re-submittal within reasonable time of receipt. Upon written authorization from the City, consultant shall provide engineering design services for revisions to construction documents resulting from changed or unforeseen conditions, or other change order work required due to actions of the City. The Consultant shall assume a minimum of eight (8) site visits during construction as requested by the City. Upon completion of the project, the consultant shall use information based on redlined information provided by the contractor and the City to prepare as-built plans. As-built plans shall be submitted to the City within one (1) month of receipt of as-built plans.

Deliverables: Meeting Attendance, Response to Bidder's/Contractor's RFIs, Design Addenda, Submittal Reviews, As-Built Plans

II. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

A. In-person meetings or teleconference.

B. Email updates/questions to applicant team and City while reviews are underway.

C. Conference calls.

III. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

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EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

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8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Date 6/23/2020 **Signature** DocuSigned by: Dilesh Sheth BE3BB4E55DC146F...

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12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

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EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks ("Tasks") at the following rates.

TASK	DESCRIPTION	SUB-BUDGET
1.	Project Management	$19,970
2.	Project Development	$26,206
3.	Preliminary Engineering Design	$76,154
4.	Environmental Documentation	$159,470
5.	Final Design Report and Studies	$67,250
6.	Final Design, Specifications and Estimates	$183,236
7.	Permitting	$11,130
8.	Bidding/Construction Support	$5,000
	TOTAL	**$548,416.05**

II. Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.

III. City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for Services shall not exceed $548,416.05 as provided in Section 2.1 of this Agreement.

V. Consultant's billing rates for all personnel are attached as Exhibit C-1.

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EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.

II. The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.

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EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

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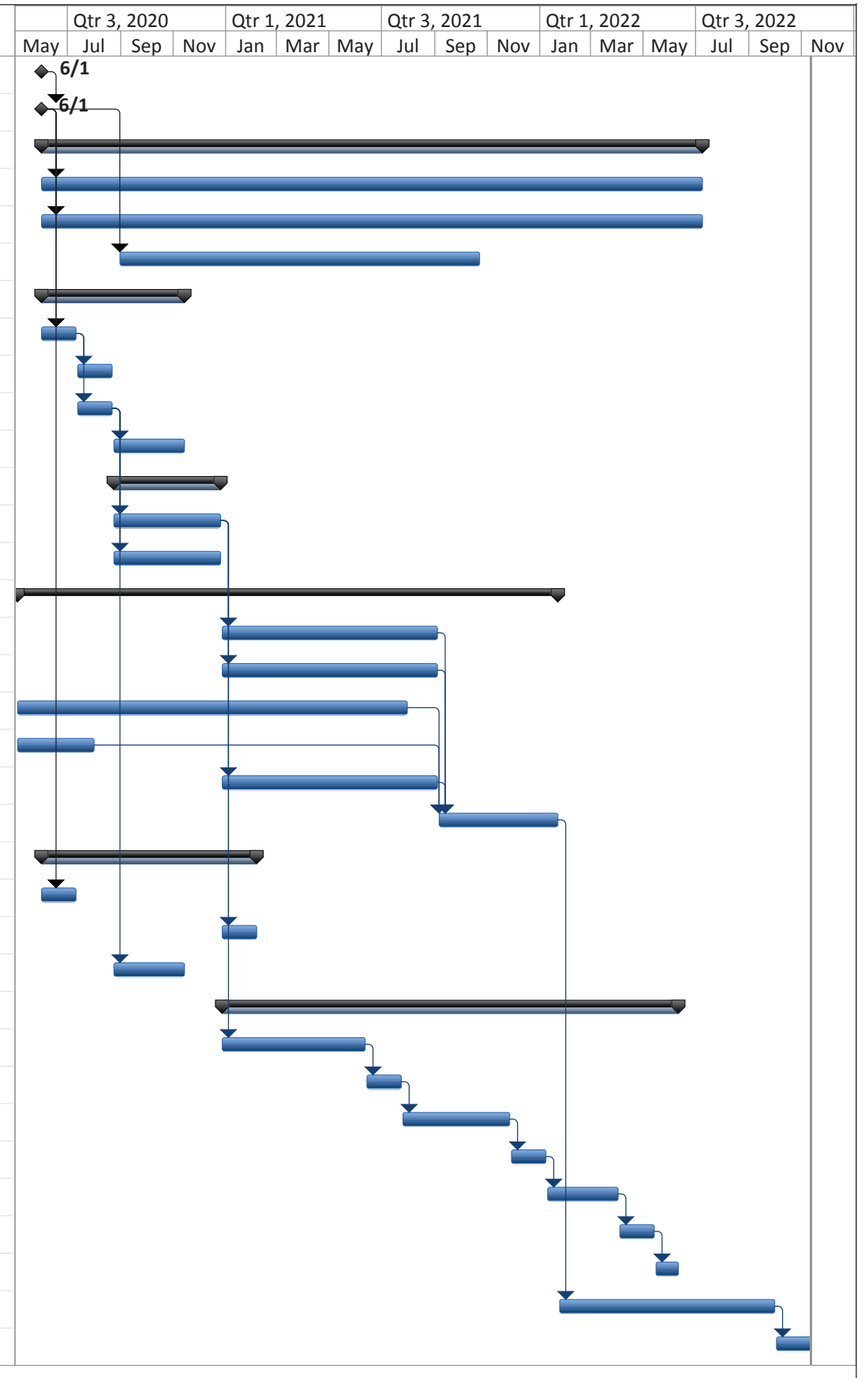
Section D. Project Schedule

ID	Task Name	Duration	Start	Finish	Predecessors
1	Contract Award	0 days	Mon 6/1/20	Mon 6/1/20	
2	Project Kick-Off Meeting	0 days	Mon 6/1/20	Mon 6/1/20	1
3	**Task 1 - Project Management**	**550 days**	**Mon 6/1/20**	**Fri 7/8/22**	
4	1.1 - Coordination and Meetings (Prepare Agendas and Minutes)	550 days	Mon 6/1/20	Fri 7/8/22	**2**
5	1.2 - Prepare Monthly Progress Reports and Work Plans	550 days	Mon 6/1/20	Fri 7/8/22	**2**
6	1.3 - Coordination with Stakeholders and Agencies	300 days	Mon 8/31/20	Fri 10/22/21	2
7	**Task 2 - Project Development**	**120 days**	**Mon 6/1/20**	**Fri 11/13/20**	
8	2.1 - Data Collection and Site Reconnaissance	30 days	Mon 6/1/20	Fri 7/10/20	2
9	2.2 - Survey and Aerial Topographic Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
10	2.3 - Utility Research and Base Mapping	30 days	Mon 7/13/20	Fri 8/21/20	8
11	2.4 - Public Outreach	60 days	Mon 8/24/20	Fri 11/13/20	10
12	**Task 3 - Prelinimary Engineering Design**	**90 days**	**Mon 8/24/20**	**Fri 12/25/20**	
13	3.1 - Roadway Geometric Approval Drawing (GAD)	90 days	Mon 8/24/20	Fri 12/25/20	10
14	3.2 - Preliminary Roadway Drainage Plans	90 days	Mon 8/24/20	Fri 12/25/20	10
15	**Task 4 - Environmental Documentation**	**450 days**	**Mon 5/4/20**	**Fri 1/21/22**	
16	4.1 - Traffic Impact Analysis	180 days	Mon 12/28/20	Fri 9/3/21	13
17	4.2 - Air Quality and Greenhouse Gas	180 days	Mon 12/28/20	Fri 9/3/21	13
18	4.3 - Biological Study	325 days	Mon 5/4/20	Fri 7/30/21	
19	4.4 - Cultural Study and Paleontological Report	65 days	Mon 5/4/20	Fri 7/31/20	
20	4.5 - Noise Study	180 days	Mon 12/28/20	Fri 9/3/21	13
21	4.6 - CEQA Documentation	100 days	Mon 9/6/21	Fri 1/21/22	16,17,18,19,20
22	**Task 5 - Final Design Reports and Studies**	**180 days**	**Mon 6/1/20**	**Fri 2/5/21**	
23	5.1 - Utility Coordination	30 days	Mon 6/1/20	Fri 7/10/20	2
24	5.2 - Supplemental Design Survey	30 days	Mon 12/28/20	Fri 2/5/21	13
25	5.3 - Storm Water Pollution Prevention Plan (SWPPP)	60 days	Mon 8/24/20	Fri 11/13/20	10
26	**Task 6 - Final Design Plans, Specifications and Estimate**	**380 days**	**Mon 12/28/20**	**Fri 6/10/22**	
27	Preparation of 60% Plans	120 days	Mon 12/28/20	Fri 6/11/21	13
28	City Review of 60% Plans	30 days	Mon 6/14/21	Fri 7/23/21	27
29	Preparation of 90% PS&E	90 days	Mon 7/26/21	Fri 11/26/21	28
30	City Review of 90% PS&E	30 days	Mon 11/29/21	Fri 1/7/22	29
31	Preparation of 100% PS&E	60 days	Mon 1/10/22	Fri 4/1/22	30
32	City Review of 100% PS&E	30 days	Mon 4/4/22	Fri 5/13/22	31
33	Approval of PS&E Package	20 days	Mon 5/16/22	Fri 6/10/22	32
34	**Task 7 - Regulatory Permitting**	180 days	Mon 1/24/22	Fri 9/30/22	21
35	**Task 8 - Bidding / Construction Support**	30 days	Mon 10/3/22	Fri 11/11/22	34



RESOLUTION 2025-116

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, APPROVING AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ALBERT A. WEBB ASSOCIATES, INC. FOR AN ADDITIONAL AMOUNT OF $59,600 FOR ENGINEERING AND ENVIRONMENTAL PERMITTING SERVICES FOR THE SUN LAKES BOULEVARD EXTENSION PROJECT.

WHEREAS, on April 14, 2020, under Resolution No. 2020-48, the City Council approved the Professional Services Agreement with Albert A. Webb Associates, Inc. for the design of Sun Lakes Boulevard Extension in the amount of $548,416.05; and

WHEREAS, on July 14, 2020, City Council adopted Resolution No. 2020-97, authorizing the City Manager to execute a Transportation Uniform Mitigation Fee (TUMF) Reimbursement Agreement with Western Riverside Council of Government (WRCOG) for up to $1,000,000 in TUMF funds for the Sun Lakes Boulevard Extension project; and

WHEREAS, on February 11, 2022, a change order (change order 1) to the Professional Services Agreement with WEBB was approved for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25; and

WHEREAS, on March 21, 2022, a change order (change order 2) to the Professional Services Agreement with WEBB was approved for out-of-scope work including a sediment transport analysis in the amount of $5,974.88; and

WHEREAS, on October 11, 2022, City Council adopted Resolution 2022-139 to rescind Resolution 2022-106 and to amend the Professional Services Agreement with WEBB ("Amendment No. 1") to include additional compensation in the amount of $148,222 (change order 3) and extend the term of the agreement to June 30, 2024. Amendment No. 1 was for out-of-scope work such as storm drain system design, environmental coordination with RCA, supplemental environmental documentation and jurisdictional delineation and permitting. Amendment No. 1 increased the contract amount to $751,947.66; and

WHEREAS, on October 24, 2023, City Council adopted Resolution 2023-175 to amend the Professional Services Agreement with WEBB ("Amendment No.2") to include additional compensation in the amount of $496,079 for continued design of the Sun Lakes Boulevard Extension increasing the contract amount to $1,248,026.66; and

WHEREAS, On January 6, 2025, City staff amended the Professional Services Agreement with WEBB ("Amendment No.3") to extend the Term of Agreement to June 30, 2026; and

WHEREAS, On May 27, 2025, City Council adopted Resolution 2025-70 to amend the Professional Services Agreement with WEBB ("Amendment No.4") to include additional compensation in the amount of $57,080 for environmental permitting related biological studies for the Sun Lakes Boulevard Extension increasing the contract amount to $1,305,106.66; and

WHEREAS, the scope of work includes Incidental Take Permit (ITP) application, Crotch's Bumble Bee (CBB) Habitat Assessment of Offsite Mitigation Site, UAV Drone Survey, WEBB meetings and coordination and updated street and storm drain plans; and

WHEREAS, the scope of work change is essential to meet environmental mitigation requirements and to make sure that the project construction phase begins on time; and

WHEREAS, Amendment No.5 will amend the Professional Services Agreement by adding an additional $59,600 to cover Change Order No.6; and

WHEREAS, an appropriation from the Measure A Fund in the amount of $59,600 to Account No. 101-4900-431.93-16 is necessary to cover the change orders; and

WHEREAS, the project is funded by the TUMF program up to $12,000,000, therefore the additional expenditure related to Amendment No. 5 will be reimbursed by the TUMF program.

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

SECTION 1. The City Council approves Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for an additional $59,600 for the Design of Sun Lakes Boulevard Extension.

SECTION 2. City Council authorizes the City Manager or designee to make necessary budget adjustments, appropriations and transfers related to Amendment No. 5 to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the Design of Sun Lakes Boulevard Extension.

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.

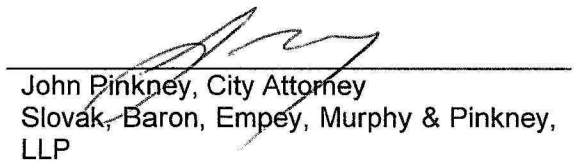
PASSED, APPROVED AND ADOPTED this 26th day of August 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative
City Clerk
City of Banning

APPROVED AS TO FORM:



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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-116, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 26th day of August 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN:None

Sandra Calderon

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

EXHIBIT A
Amendment No.5 to the Professional Services Agreement with WEBB

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents. ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 5, the provisions of this Amendment No. 5 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 5.

2.3 Authority. The persons executing this Amendment No. 5 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 5 on behalf of said party,

(iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 5 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
_____	_____
Douglas Schulze, City Manager	NAME: TITLE:
City Council Approval: _____	_____ NAME: TITLE:
ATTEST:	
_____	
Caroline Patton Administrative City Clerk	

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

ALBERT A. WEBB ASSOCIATES

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB) within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN THE CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL DESIGN SERVICES ("Amendment No. 2") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty Four Thousand Eight Hundred Forty One Dollars and Sixty One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. City and Consultant now desire to amend the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six

Cents ($1,248,026.66).

TERMS

1. **Contract Changes**. The Agreement is amended as provided herein.

(a) Section 2.1 – "Contract Sum" of the Agreement is amended to provide that Consultant's total compensation shall not to exceed One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

(b) Section 3.4 – "Term" of the Agreement is hereby amended to extend the Agreement term to June 30, 2025.

(c) Section 1.1, Exhibit "A" and Exhibit "D" - The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment 1, attached hereto and incorporated herein.

2. **Continuing Effect of Agreement**. Except as amended by this Amendment No. 2 , all provisions of the Agreement as amended by Amendment Nos 1, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 2, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendments Nos. 1 through 2 to the Professional Services Agreement. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 through 2, the provisions of this Amendment No. 2 shall control.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults**. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid and binding obligation.

4. **Adequate Consideration**. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 2.

5. **Authority**. The persons executing this Amendment No. 2 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 2 on behalf of said party, (iii) by so executing this Amendment No. 2, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Amendment No. 2 does not violate any provision of any other Agreement to which said party is bound.

6. **Counterparts**. This Amendment No. [Insert amendment number] may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

7. **Electronic Signatures.** Each Party may adopt as its signature an electronic identification consisting of a symbol or code that is affixed to or contained in each document

transmitted by such Party ("electronic signature"). The Parties hereto herby agree that electronic signatures are acceptable, shall have the same force and effect under the law as original wet signatures, and shall be sufficient to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

IN WITNESS WHEREOF the Parties hereto have executed this Amendment No. 2 to the Agreement the day and year first hereinabove written.

CITY OF BANNING

Douglas Schulze, Date
City Manager

ATTEST:

Caroline Patton Date
Deputy City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

Serita R. Young Date
City Attorney

CONSULTANT

Dilesh Sheth Date
Vice President

NAME: Date
TITLE:

95-1723730
Tax ID No.

Address:
3788 McCray Street
Riverside, CA 92506

City Council Approval: _____

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

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

July 6, 2023

Mr. Patrick Safari
CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. Webb Associates (WEBB) respectfully submit this change order for additional Engineering and Environmental Services for the revised alignment of the Sun Lakes Boulevard Extension Project (C00660). It is necessary to revise the alignment of this roadway as it is infeasible to obtain an easement from Kinder Morgan to place the road atop their existing high-pressure gas line.

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items to be provided by WEBB for the proposed revised alignment of Sun Lakes Boulevard:

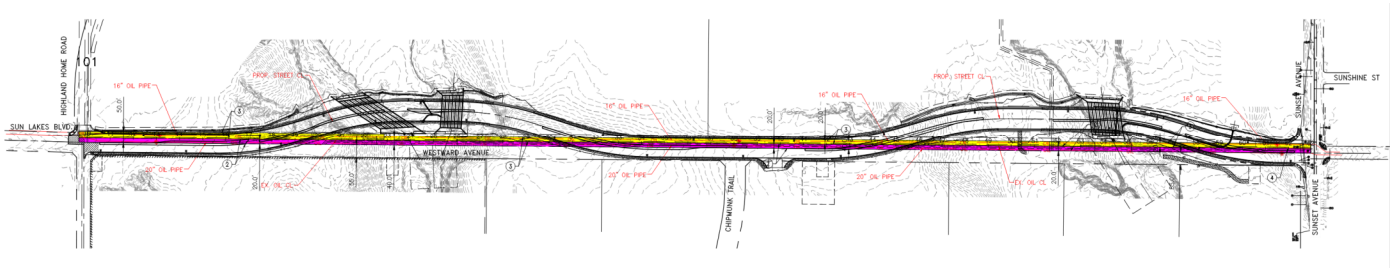
- Update final design plans and documents
- Revised CEQA Document
- Revised Technical Studies (Biological, Cultural, and Air Quality/GHG/Energy)
- Revised Jurisdictional Delineation and Permitting
- Utility coordination
- Project Management, Coordination, and Meetings

At this time, we are respectfully requesting compensation for the tasks already completed and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

The proposed Sun Lakes Boulevard Extension project (Project) is a project that entails the construction of a new section of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The proposed Project is approximately 5,400 linear feet (1.02 mile) long and 110 feet wide and will be constructed according to the City's General Plan Typical Section for an Arterial Highway.

Westward Avenue is a straight east-west unpaved dirt road between Highland Home Road and Sunset Avenue. Kinder Morgan has two fuel lines (16- and 20-inch diameters) in two 20-feet wide easements along Westward Avenue. The proposed Sun Lakes Boulevard curvilinear alignment overlaps Westward Avenue and Kinder Morgan easements, as shown in **Figure 1.** Initially, Kinder Morgan had no issue with roadway construction over their easements. Later, Kinder Morgan changed their policies to restrict roadway improvement over their lines and directed the City to realign Sun Lakes Boulevard to minimize the impact on Kinder Morgan fuel lines.



Sun Lakes Boulevard Circulation Plan Alignment
Figure 1

WEBB had already completed draft CEQA documents and associated technical studies and substantially completed final design plans, studies, and documents for the Project. Now, WEBB prepared a preliminary realignment of Sun Lakes Boulevard, as shown in **Figure 2**. Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard will be modified to an area that falls outside the previously surveyed areas in some places. Therefore, updates to the CEQA document and the relevant technical studies are needed now. In addition, redesigning all final design documents and update of studies and documents are needed.



Sun Lakes Boulevard Realignment to Minimize Impacts on Kinder Morgan Fuel Lines
Figure 2

Based on the feedback we received at the pre-application meeting with resource agencies on June 14, 2023, they understood the Kinder Morgan easement challenges. They agreed with the City to allow roadway realignment, as shown in Figure 2 above.

The City has received substantial funds for the Project and would like to move forward as soon as possible to meet the funding deadlines. The following is our understanding of the Project to complete the PS&E:

1. Drainage Report and Storm Drain Improvement Plans - Minor updates to the drainage report will be required. Storm drain alignments and elevations will remain the same; minor changes may be needed. Headwall and wing wall changes will be required to match the street improvement plans. Plans will be submitted for 90%, 100%, and approval.

2. Street Improvement Plans – Try to hold the profile over the storm drains. Revise street improvement plans and profiles for the realignment. Redesign and detail out 7-ADA ramps. No driveways, ADA ramps, and curb ramps will be provided along the alignment. We will provide AC berm at the proposed driveways per City's request. We will be submitted for 90%, 100%, and approval.

3. Signing & Striping Plans – Revise plans per the realignment and submit for 90% and 100% for approval.

4. Street Light Location Plans – Revise street light location plans per the revised alignment and submit for approval for 90% and 100%. The City will prepare street light conduit and conductor plans.

5. Landscape and Irrigation Plans – Because of budget constraints, the City decided not to landscape the parkway and median at this time, so an update of plans will not be required. The City would like to install sleeves with the Project to avoid future trenching across the pavement. The conduit sleeves will be shown on the street improvement plans.

6. Coordination with the Developer – The City will coordinate with the developer. WEBB will not be required to attend meetings and provide coordination with the developer. WEBB's scope of work includes legal & plats and exhibits needed to obtain right-of-way and easement for the roadway and storm drain improvement. The developer will analyze any impact on future development.

7. Potholing – We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

8. Coordination with Kinder Morgan – Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. We have added optional items and a budget to provide additional effort if needed.

9. Out-of-scope services – We will obtain authorization from the City for the out-scope services before beginning out-of-scope tasks.

Our scope of services is as follows:

Task 1 – Update Final Design Plans, Studies, and Documents

1.1 – Street Improvement Plans

Additional work includes the following items:

a. Update of horizontal alignment to minimize impacts to Kinder Morgan fuel lines.
b. Update the vertical centerline, curbs, and right-of-way profiles.
c. Update grading limits. The grading limits will consider cut and fill amounts, environmental impact, and resources.
d. Revise raised medians layout and profiles
e. Update sidewalks, ADA ramps, and driveways design and details.
f. Review utility adjustment and relocation and update plans and construction notes.

1.2 – Storm Drain System Design

The approved scope and budget for the Project included a task for the development of a preliminary roadway drainage design and tasks for a final drainage report and storm drain plans. The preliminary drainage design task included a preliminary hydrology and hydraulic analysis, preliminary scour calculations, preliminary plans, and a preliminary drainage report. The preliminary design was completed and submitted in November of 2020.

After the preliminary design was completed, concerns were raised by the resource agencies, which necessitated a sediment transport study be prepared for the Project. This study was completed and concluded that revisions to the culvert configuration were needed to address those concerns. WEBB's efforts to coordinate with the sediment transport study engineer and develop a revised design concept were covered under both a separate approved change order and the remaining preliminary design task budget. A change order was also approved by the City to update the plans based on the revised concept. This change order included updating the drainage report, update of the drainage plan sheets, and preparation of structural details and calculations.

As WEBB was proceeding with the updates to the design, input was received from Kinder Morgan stating that the drainage outlet structures would not be permitted within their easement. WEBB was then directed to stop work while the City coordinated with Kinder Morgan. WEBB was authorized by the City in January 2023 to proceed. An additional redesign of the outlet structures was completed to ensure that they did not encroach into the easement as requested.

After the redesign was substantially complete, WEBB was given direction to realign the street to minimize the impact on the existing Kinder Morgan easement. This change will require a redesign of the channel inlet and outlet structures, a redesign of the street storm drains, and a redesign of the intercept drain on the northerly side of the street. The drainage plans will also need to be redrafted. The hydraulic calculations (HEC-RAS, WSPG, etc) and drainage report will also need to be updated for these changes. The structural design work that has been started will also need to be redone. Added to this work is also an update to the preliminary geotechnical report to provide all the parameters needed to finalize the structural design calculations.

1.2.1 - Final Drainage Report Update - Additional work items include:

a. Due to road realignment, update the HEC-RAS model for updated inlet/outlet configuration.
b. Update WSPG calculations for culverts, new street storm drains, and intercept drain designs.
c. Update report text and exhibits to reflect revised road alignment.
d. Address additional plan check comments.

1.2.2 – Storm Drain Plan Update – Additional work items include:

a. Update the design and plan details for the outlet structures to avoid the Kinder Morgan easement.
b. Update design and plans due to the road realignment (channel inlet and outlets, street storm drain, northerly intercept ditch, and appurtenances).
c. Coordination with WEBB environmental team for the information requested and/or needed.

1.2.3 - Structural Design Details - Additional work items include:

a. Update structural calculations for revised inlet and outlet configuration.
b. Coordination with the geotechnical engineer for information required for structural design.
c. Review of Geotechnical report of adjacent development provided by City.
d. Update of Preliminary Geotechnical report by sub-consultant.

1.2.4 – Assessment of Potential Sediment Transport Impact - Additional work items include:

A study is to be conducted to assess the potential sediment transport impacts associated with the improvement of Sun Lakes Boulevard. The proposed road improvements involve the addition of several new culvert crossings that are to be constructed upstream of two existing dry weather crossings. The proposed culvert crossings have increased in size since the hydraulic assessment previously conducted by Northwest Hydraulic Consultants (NHC) in 2021. The existing dry weather crossings are to remain in place with the proposed road improvement plan.

Impacts on sediment transport will depend on the configuration proposed for the new crossings. A high-level assessment of the potential effects will be completed through a comparison of hydraulic characteristics pre- and post-project.

We will evaluate (existing conditions models, also developed previously provided for the 2021 NHC study) 2D model hydraulic models (HEC-RAS) of the proposed improvement plan.

Assumptions:

a. The Resource Agencies are currently reviewing the HEC-RAS model prepared for the revised culvert concept. WEBB will proceed with the final design phase ahead of Resource Agency approval under the assumption that they will not have any comments that will impact the culvert design or analysis. This additional budget request does not include any additional changes to the culvert analysis or design resulting from future Resource Agency comments.
b. It is assumed that the Caltrans Standard Detail D81 for double-cell reinforced concrete boxes can be utilized for the multi-cell boxes required for this Project, and no special structural design is required for these culverts.
c. The final plans and analysis will be designed with the assumption that the future Sunset Crossing project will be designed and built after the roadway project is completed. This additional budget request does not include any additional design or analysis required to assess changes to the roadway design or hydraulic analysis based on this future Project. It also assumes that drainage facilities for the Sunset Crossroads property (outside of the street right of way) will be designed and constructed by the developer's plans and is not a part of the road project scope.

1.3 – ROW and Easement Documents

We will prepare and update fourteen (14) documents needed for additional right-of-way and easements.

1.4 – Signing & Striping Plans

Update signing & striping plans for the revised alignment.

1.5 – Street Light Location Plans

a. Update street light location plans for the revised alignment.

1.6 – Specifications

The City will provide us with its boilerplate Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's Standard Technical Provisions. With each submittal, WEBB will provide a bid schedule, special provisions, and technical specifications. The specifications shall be signed by a Civil Engineer registered in the State of California as complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the Project, except for the signing/striping elements. The City and Caltrans Standard Specifications will be used for these improvements. The City will prepare the bid book.

1.7 - Cost Estimates

We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, sidewalk, curb & gutter, driveway approaches, Asphalt Concrete (AC), utility improvements, applying/painting of pavement legends & striping, signs, traffic control, raised pavement markers, street lights in City limits, storm drain improvements, and project identification and completion signs. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

Task 3 – Revised Environmental Documentation

Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard has been modified to an area that, in some places, falls outside the previously surveyed areas. Therefore, updates to the CEQA document and the relevant technical studies are needed at this time.

3.1 - Revised Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the additional Project acreage. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.

b. AE will update the *Phase I Cultural Resources Assessment* (*Phase I CRA*) and paleontological memorandum to include the additional Project acreage, as well as add language regarding federal funding. This scope includes two rounds of comments following the City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* and paleontological memorandum will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* and paleontological memorandum will be submitted electronically as a PDF file.

3.2 - Revised Biological Resources Studies – Additional work items include:

a. WSP USA Environment & Infrastructure Solutions (WSA),[1] WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously finalized versions of the following reports to include the revised street alignment (Project footprint). The updated draft reports listed below will be submitted electronically for ease of review; the final revised reports will be submitted electronically as PDF files.

1. *Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis,*
2. *Focused Burrowing Owl Survey,*
3. *Narrow Endemic and Criterial Area Plants Survey,*
4. *Los Angeles Pocket Mouse Protocol Survey*
5. *Determination of Biologically Equivalent or Superior Preservation (DBESP)*
6. West and Dry Season Fairy Shrimp Survey Memo Update

3.3 - Additional Environmental Coordination – Additional work items include:

WEBB has expended all original budgets associated with coordination and meetings with the Regional Conservation Authority (RCA) and regulatory agencies (US Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and US Fish and Wildlife Service). Given that a meeting has been scheduled for June 14, 2023 with the RCA and regulatory agencies, and since there will be pre- and post- meeting coordination needed with the City and WEBB Team, additional request for budgets to do this meeting, along with more frequent coordination with the City as the revised CEQA document is underway, will also be needed.

3.4 – Revised Environmental (CEQA) Documentation – Additional work items include:

The Initial Study/Mitigated Negative Declaration (IS/MND) in addition to the CEQA notices for the original proposed alignment have been prepared. The IS/MND was ready to be released in January 2024 for public review prior to the decision to revise the Project alignment. Because the Project footprint has changed and revised biological resources reports, cultural report, and jurisdictional delineation must be prepared, additional budget is needed to revise and complete processing the IS/MND for public review through the Final MND phase. We are asking for an additional task authorization to complete this task since the budget originally allocated has been expended.

This scope does not include updating the air quality/greenhouse gas analysis completed in November 2021, which was prepared using the California Emissions Estimator Model® version 2020.4.0 (CalEEMod) model. The California Air Pollution Control Officers Association (CAPCOA) released CalEEMod version 2022.1 in December 2022. However, WEBB is not proposing to redo the air quality/greenhouse gas analysis using

[1] Wood Environment Infrastructure Solutions, Inc. was acquired by WSP.

the new model because: (i) the analysis was completed before the new model was released; (ii) there are no substantial changes to the Project that would warrant remodeling construction impacts; (iii) this is a capital improvement project; and (iv) and the results of the original air quality/greenhouse gas analysis were well below the numeric thresholds that would indicate a potentially significant impact. In the event comments are received during the public review period for the IS/MND, WEBB would address that in the responses to comments and explain the rationale for not remodeling the Project's air quality/greenhouse gas emissions.

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation (JD) were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies. WEBB will update the previous JD, to cover the new areas proposed by the revised Project alignment, including a 100-foot survey buffer. Specifically, WEBB will update the existing JD report with regulatory changes that have occurred since preparation of the original 2021 JD report. Following the literature review update, WEBB will conduct a one-day site visit to the revised Project site to document suspected wetlands and non-wetland waters of the U.S, waters of the State located outside federal jurisdiction, and streambed according to Fish and Game Code.

Waters of the U.S. will be evaluated using the methodology set forth in the guidelines provided in the *Corps of Engineers Wetlands Delineation Manual* (1987), the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0), and the *2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. Potential Waters of the State that are outside of federal jurisdiction will be identified following the *Procedures for Discharges of Dredged or Fill Material to Waters of the State. Fish and Game Code,* Section 1600 et al streambed will be identified as the bank-to-bank where the active streambed shows the fullest expression on the landscape.

After the site-visit is completed, WEBB will update the JD report with the new data collected from the site visit including tables, figures, and impacts discussion. The report will be prepared following the 2017 U.S Army Corps of Engineers (USACE), *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. The JD report will provide an analysis and discussion of the existing site conditions, methods, and results of the delineation, including details such as soil types, hydrology, and vegetation present on the site. The report will also provide a discussion of the impacts proposed to any jurisdictional areas, including photographs and exhibits depicting any jurisdictional features.

Task 5 – Utility Coordination and Additional Field Survey for Potholing (Time and Material Basis)

WEBB will Identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction. WEBB will coordinate with utility companies to schedule the relocation of the utilities before the start of construction.

a. Coordinate with Kinder Morgan to construct Sun Lakes Boulevard for segments east of Highland Home Road and west of Sunset Avenue.
b. Coordinate with City to relocate power poles and guy anchors and adjust electrical vaults.
c. Coordinate with the City for relocation and adjustment of water valves, fire hydrants, blow-offs, air vacuum, and sewer manholes.
d. Coordinate with the Gas Company to relocate and adjust gas valves and electronic gas station.

e. Coordinate with telecommunication companies for the adjustment of telecommunication manholes.
f. Attend six (6) meetings with utility companies.
g. We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

Task 6 – Project Management, Coordination, and Meetings (Time and Material Basis)

We will schedule and attend meetings as follows:

a. Project Development Team (PDT) meetings – We estimate twelve (12) meetings
b. Environmental meetings - We estimate six (6) meetings

We will schedule, chair, and prepare meeting agendas and meeting minutes. The agendas will be submitted to the City for review one working day before the meeting. The minutes will be distributed to all attendees, everyone invited, and the City's Project Manager within five working days after the meeting. The minutes shall include but are not limited to a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, ROW/Utility Tracking Sheets, any pertinent information, and follow-up to action items.

We will update project schedules. The project schedules will be divided into tasks and subtasks in full detail, including the City function timeline, critical path, and outside sources such as agencies or utilities.

Task 7 – Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (Time and Material Basis)

We have been providing out-of-scope services for the realignment of the roadway and coordination with the City and resource agencies.

We will provide engineering support services for environmental documentation, jurisdictional delineation, and permitting.

Optional Task 8 – Additional Work for Kinder Morgan (Time and Material Basis)

Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. Any additional effort required beyond estimated under the utility coordination and meetings, with the approval of the City, WEBB will provide additional support services.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$496,079** without prior authorization from the client. If the optional Task 7 is to be conducted, the total shall be provided on a time and materials basis not to exceed **$516,079** after City authorization for the task. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task budgets are estimates and may be used interchangeably to stay within the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses) will be billed on a time and material basis in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid directly to the appropriate governmental agency by the client.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to serve your firm and look forward to hearing from you. If you have any questions regarding this proposal, don't hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE / TE
Senior Vice President

Attachment "1"

Exhibit B

Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Marshall Paymard	Field Biologist	Virginia Waters	Jacqueline Gamboa	Joseph Caldwell	Eric Hays	Ranjit Singh	Nathan Armendariz	Dilesh Sheth	Nicholas Keller	Joy Schwiebert	Son Le	Deborah Saulina	Danielle Logsdon	Jason Ardery	Michael Johnson	Linda Bouschet	Jon Ros	Andres Lopez	Party Chief/2-Person Survey Crew	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Classification	Principal II	Principal II	Associate II	Associate II	Assistant II	Assistant II	Assistant II	Principal II	Principal I	Senior III	Assistant V	Principal II	Senior I	Assistant V	Associate II	Assistant III	Senior III	Principal II	Principal II	Associate III	Senior II	Senior I	Party Chief/2-Person				
	Billout Rate	$ 293	$ 293	$ 197	$ 197	$ 135	$ 135	$ 135	$ 293	$ 279	$ 252	$ 173	$ 293	$ 232	$ 173	$ 197	$ 144	$ 252	$ 293	$ 293	$ 208	$ 240	$ 232	$ 302				
Task 1 - Update Final Design Plans, Studies, and Documents									24	62	168	430	30	208	108	48	60	110	8	16	110	14			1396	$ 295,874	$ 6,600	$ 302,474
1.1	Street i\Improvement Plans																									$ -	$ -	$ -
	Update Street i\Improvement Plans												12	200			12	40							264	$ 61,724	$ -	$ 61,724
	Redesign ADA Ramps (7)												2		70			12							84	$ 15,720	$ -	$ 15,720
1.2	Storm Drain System Design																											
	1.2.1 - Final Drainage Report Update								8		20	50	2		8		4	4							96	$ 19,588	$ -	$ 19,588
	1.2.2 - Storm Drain Plan Update								8	40	120	300	2				4	4							478	$ 97,814	$ -	$ 97,814
	1.2.3 - Structural Design Details									2	4	80	2				4	4							96	$ 17,576	$ -	$ 17,576
	1.2.4 - Assessment of Potential Sediment Transport Impact								8	4	8		2				4	4							30	$ 7,646	$ 6,600	$ 14,246
1.3	ROW and Easement Documents (14)													8			8	8	8	16	110	14			172	$ 38,296	$ -	$ 38,296
1.4	Signing and Striping Plans														6	40	4								50	$ 9,494	$ -	$ 9,494
1.5	Street Light Plans														16		4								20	$ 3,344		$ 3,344
1.6	Specifications									8	8		4				8	20							48	$ 11,612	$ -	$ 11,612
1.7	Cost Estimate									8	8		4		8	8	8	14							58	$ 13,060	$ -	$ 13,060
Task 3 - Revised Environmental Documentation		56	108	8				68																	240	$ 58,808	$ 17,820	$ 76,628
3.1	Revised Cultural Resources Study		4					4																	8	$ 1,712	$ 3,520	$ 5,232
3.2	Revised Biological Resources Studies		4					4																	8	$ 1,712	$ 14,300	$ 16,012
3.3	Additional Environmental Coordination	40	60																						100	$ 29,300	$ -	$ 29,300
3.4	Revised CEQA Documentation	16	40	8				60																	124	$ 26,084	$ -	$ 26,084
Task 4 - Jurisdictional Delineation and Permitting		28	20	89	74	12	16																		239	$ 49,955	$ -	$ 49,955
4.1	Revised Survey, Mapping, Impact Calculation, Report Preparation, and Regulatory Permitting (includes optional UAV Remote sensing updates)	28	20	89	74	12	16																		239	$ 49,955	$ -	$ 49,955
Task 5 - Utility Coordination and Additional Field Survey for Potholing (T&M)													6	6	6		16	10		2			4	8	58	$ 12,942	$ -	$ 12,942
5.1	Utility Coordination & Meetings (6)												6		6		12	6							30	$ 6,036	$ -	$ 6,036
5.2	Additional Survey for Potholing													6			4	4		2			4	8	28	$ 6,906		$ 6,906
Task 6 - Project Management, Coordination & Meeting (T&M)													26		12		30	42							110	$ 24,598	$ -	$ 24,598
6.1	Project Management and Coordination												8					12							20	$ 5,368	$ -	$ 5,368
6.2	PDT Meetings (Estimate 12)												12		12		24	24							72	$ 15,096	$ -	$ 15,096
6.3	Environmental Meetings (estimate 6)												6				6	6							18	$ 4,134	$ -	$ 4,134
Task 7 - Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (T&M)		8	8						24		16	16	14		28			8							122	$ 29,482	$ -	$ 29,482
7.1	Realignment and Pre-Coordination with Agencies	8	8						8		8		6		12										50	$ 12,882	$ -	$ 12,882
7.2	Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting								16		8	16	8		16			8							72	$ 16,600	$ -	$ 16,600
Total		92	136	97	74	12	16	68	48	62	184	446	76	214	154	48	106	170	8	18	110	14	4	8	2165	$ 471,659	$ 24,420	$ 496,079
Optional Task 8 - Additional Work for Kinder Morgan (T&M)																										$ -	$ 20,000	$ 20,000
8.1	Additional Work for Kinder Morgan																									$ -	$ 20,000	$ 20,000

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AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 1/6/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 3 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 3.

2.3 Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

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to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 3 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: __n/a_____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

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

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AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: May 27, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 4.

2.3 Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

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4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

The Parties are signing this Amendment No. 4 the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: RESO 2025-068

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkley
City Attorney

ALBERT A. WEBB ASSOCIATES, INC.

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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

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ATTACHMENT "1"

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

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Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

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The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

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WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

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fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

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If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

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Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 8/21/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents. ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 5, the provisions of this Amendment No. 5 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 5.

2.3 Authority. The persons executing this Amendment No. 5 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 5 on behalf of said party,

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(iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 5 the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela

Arturo Vela,
Acting City Manager

City Council Approval: 2025-116

ATTEST:

Sandra Calderon

Sandra Calderon,
Acting Administrative City Clerk

ALBERT A. WEBB ASSOCIATES, INC

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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

Docusign Envelope ID: 6C4E2DC9-7A2D-4C5F-852D-CE941C03BB50

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

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2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

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ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

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Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

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Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

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The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

CHANGE ORDER

Change Order No. 1

Purchase Order No. 030269

Date 1/11/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Coordination with RCA, meetings with RCA, analysis of arched culvert design, coordination and plan revisions per Sunset Crossroads Project.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 548,416.05
Contract Price due to this Change Order will be (increased)	$ 24,983.25
New Contract Price including this Change Order	$ 573,399.30

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: Peter Safai Date: 1/11/2022

Approved by: [signature] Date: 1/14/22

Richards, Watson & Gershon - 2018

CHANGE ORDER

Change Order No. 2

Purchase Order No. 030269

Date 1/25/2022

Agreement Date 6/23/2020

Sheet 1 of 2

Owner: CITY OF BANNING

Project: **2020-04 Sun Lakes Boulevard Extension**

Contractor: Albert A. Webb and Associates

The following changes are hereby made to the Contract Documents:

JUSTIFICATIONS:

Out of scope work. Sediment Transport Study was needed to assess the potential sediment transport capacity at the proposed arched culverts crossings.

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 548,416.05 Current
Contract Price adjusted by previous Change Order(s)	$ 573,399.30
Contract Price due to this Change Order will be (increased)	$ 5,974.88
New Contract Price including this Change Order	$ 579,374.18

CHANGE TO CONTRACT TIME

Contract Time will be (increased) Date	12/31/2022
for Completion of all Work	580 (Working Days) (Date)

APPROVALS REQUIRED

To be effective, this order must be approved by the Owner, or as may otherwise be required by the Supplemental General Conditions.

Recommended by: _____ Date: 1/26/2022

Approved by: _____ Date: 1/27/22

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

Murrieta Office
41870 Kalmia Street #160
Murrieta, CA 92562
T: 951.686.1070

May 3, 2022

Mr. Patrick Safari
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Change Order for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. WEBB Associates respectfully submit this change order for Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660).

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items provided by WEBB:

- Street Improvement, Storm Drain Design, and Environmental Coordination for Wildlife/Resource Agencies review and Sunset Crossroads Project Coordination
- Storm Drain System Design
- Supplemental Environmental Documentation
- Jurisdictional Delineating and Permitting

At this time, we are respectfully requesting compensation for the tasks already completed, and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 - Street Improvement, Storm Drain Design, and Environmental Coordination for Wildlife/Resource Agencies review and Sunset Crossroads Project Coordination

1. Attend meetings with City and Sunset Crossroads design team.
   - Original Proposal: Not in scope, Additional Cost: $4,644
2. Review Sunset Crossroads preliminary on-site design layout.
   - Original Proposal: Not in scope, Additional Cost: $3,666
3. Prepare and provide electronic CAD files to Sunset Crossroads design team.
   - Original Proposal: Not in scope, Additional Cost: $896
4. Coordinate with bridge consultant to determine appropriate spans and type selection (arched culverts).
   - Original Proposal: Not in scope, Additional Cost: $1,120
5. Coordinate with environmental team and biologist for determining new impacts from revised culvert design.
   - Original Proposal: Not in scope, Additional Cost: $790
6. Coordinate with environmental team to determine alternative alignments and spans for minimizing impacts.
   - Original Proposal: Not in scope, Additional Cost: $1,792
7. Coordinate with design team to prepare for resource agency meetings.
   - Original Proposal: Not in scope, Additional Cost: $713
8. Meet and coordinate with Wildlife/Resource Agencies
   - Original Proposal: Not in scope, Additional Cost: $713
9. Coordinate and schedule meeting with Sunset Crossroads design team for environmental analysis approach.
   - Original Proposal: Not in scope, Additional Cost: $448
10. Coordinate with sediment transport consultant for scour memo and/or detailed analysis.

a. Review Geotechnical Report with consultant
b. Review existing particle size distribution for channel bed.
   - Original Proposal: Not in scope, Additional Cost $1,344

Task 2 – Storm Drain System Design

2.1 - Final Drainage Report – Additional work items include:

a. Update preliminary hydraulic and scour calculations for the revised culvert footprint.
b. Prepare hydraulic analysis for mimicking the existing hydraulic conditions at the existing roadway crossings.
c. Update preliminary report for the new concept and additional analysis.
   - Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $10,304

2.2 - Storm Drain Plans – Additional work items include:

a. Update design layout of culvert and culvert inlet and outlet wing walls, headwalls, aprons, access ramps, riprap, and other elements for new culvert concept.
b. Update design layout and details for mimicking existing hydraulic conditions at existing roadway crossings.

- Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $34,944

2.3 - Structural Design Allowance – Additional work items include:

a. Prepare structural design calculations and details, as needed, for culverts, wingwalls, headwall, parapet, and energy dissipaters where standard details are not applicable.
   - Original Proposal: Not in scope, Additional Cost: $34,792

Task 3 – Supplemental Environmental Documentation

Following preparation of the draft *Phase I Cultural Resource Assessment for the Sun Lakes Boulevard Realignment Project,* November 2020 (the *Draft Phase 1 CRA*) and the biological resources studies, the Project footprint has expanded due to the new culvert concept and the addition of access to the City's substation being and grading along the west side of Sunset Avenue. This has resulted in an expanded Project footprint that was not evaluated in the *Draft Phase I CRA* or the biological resources studies.

3.1 - Supplemental Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the expanded Project footprint. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.
b. AE will update the draft *Phase I CRA* to include the expanded Project footprint. This scope include two rounds of comments following City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* will be submitted electronically as a PDF file.
   - Original Proposal: Included in scope but revisions required as a result of revised culvert design, Additional Cost: $3,646

3.2 - Supplemental Biological Resources Studies – Additional work items include:

a. Wood Environment Infrastructure Solutions, Inc. (Wood), WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously submitted draft versions of the following reports to include the expanded Project footprint. Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis, Focused Burrowing Owl Survey, Narrow Endemic and Criterial Area Plants Survey, Los Angeles Pocket Mouse Protocol Survey. The Determination of Biologically Equivalent or Superior Preservation (DBESP), which is in process, will also be revised to include the expanded Project footprint.
b. The updated draft reports will be submitted electronically for ease of review; the final updated reports will be submitted electronically as PDF files.
   - Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $19,336

3.3 - Additional Environmental Coordination – Additional work items include:

Subsequent to the initial meeting with the Western Riverside County Regional Conservation Authority (RCA) and the Wildlife/Resource Agencies, WEBB's environmental staff coordinated with the Wildlife/Resource Agencies to provide the hydraulic modeling results and assist City staff in responding to agency questions. WEBB will also assist the City in shepherding this project through the DBESP process with the Wildlife/Resource Agencies.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $12,430

3.4 - CEQA Documentation Updates – Additional work items include:

Because the design of the culverts delayed the design progress and over a year has gone by since the draft CEQA document was prepared, as well as given the updates to the project design/footprint and the need to update the cultural and biological and JD studies, additional budget is needed to further process the MND. Budget for all the additional meetings and coordination related the crossings took budget away from the CEQA task. We are asking for an additional task authorization to update the draft MND, and process it for public review through a Final MND.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $11,952

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies and used to develop the new culvert concept. In order to complete the jurisdictional delineation report, additional work items include:

a. Survey and map jurisdictional resources within the expanded Project footprint.
b. Prepare revised exhibits for use in the report.

- Original Proposal: Included in Scope but revisions required as a result of revised culvert design, Additional Cost: $4,692

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$148,222** without prior authorization from client. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task 1: Street, Storm, Environmental Coordination		$16,126
Task 2: Storm Drain System Design		$80,040
Task 3: Supplemental Environmental Documentation		$47,364
Task 4: Jurisdicational Delineation and Permitting		$4,692
	Total	**$148,222**

Task budgets are estimates and may be used interchangeably as needed but not to exceed the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees. Invoices will be submitted monthly based on the percentage of work completed. All invoices shall be due and payable upon receipt. If invoices remain unpaid after 30 days, work on project may cease and interest of 1.5% per month shall be charged on unpaid balances.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate governmental agency.

Charges for printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses), will be billed on a time and material basis, in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid by the client directly to the appropriate agency.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to be of service to your firm and look forward to hearing from you. If you have any questions regarding this proposal, please contact us at 951-320-6063.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Eugene Abrego, PE
Senior Engineer

ALBERT A. WEBB ASSOCIATES

Sun Laked Blvd. Extension Change Order - 2

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Eric Hays	Eugene Abrego	Ranjit Singh	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Billout Rate	$ 265	$ 224	$ 171	$ 224	$ 224	$ 224				
Task 1 -	**Street/Storm/Env. Design Coordination**	**8**	**14**	**2**	**6**	**21**	**20**	**71**	**$ 16,126**	**$ -**	**$ 16,126**
1.1	Attend Meetings	4	4		2	6	4	**20**	$ 4,644	$ -	$ 4,644
1.2	Review of Sunset Crossroads Project	2	2		2	8	2	**16**	$ 3,666	$ -	$ 3,666
1.3	Preparation of CAD files					4		**4**	$ 896	$ -	$ 896
1.4	Coodination with Bridge Consultant					1	4	**5**	$ 1,120	$ -	$ 1,120
1.5	Coordination with Biologist		2	2				**4**	$ 790	$ -	$ 790
1.6	Alternative Culvert Alignment Analysis				2	2	4	**8**	$ 1,792	$ -	$ 1,792
1.7	Coordination for Resource Agency Meetings	1	2					**3**	$ 713	$ -	$ 713
1.8	Meet and Coordinate with Wildlife/Resource Aencies	1	2					**3**	$ 713	$ -	$ 713
1.9	Coordination and Meetings with SC Env. Team		2					**2**	$ 448	$ -	$ 448
1.10	Coordination with Sediment Transport Subconsultant						6	**6**	$ 1,344	$ -	$ 1,344
Task 2 -	**Storm Drain System Design**				**40**		**170**	**210**	**$ 47,040**	**$ 33,000**	**$ 80,040**
2.1	Final Draiange Report				16		30	**46**	$ 10,304	$ -	$ 10,304
2.2	Storm Drain Plans				16		140	**156**	$ 34,944	$ -	$ 34,944
2.3	Structural Design Allowance				8			**8**	$ 1,792	$ 33,000	$ 34,792
Task 3 -	**Supplemental Environmental Services**	**46**	**58**	**12**				**116**	**$ 27,234**	**$ 20,130**	**$ 47,364**
3.1	Supplemental Cultural Resources Study		4					**4**	$ 896	$ 2,750	$ 3,646
3.2	Supplemental Biological Resources Studies	4	4					**8**	$ 1,956	$ 17,380	$ 19,336
3.3	Additional Environmental Coordination	30	20					**50**	$ 12,430	$ -	$ 12,430
3.4	CEQA Document Updates and Processing	12	30	12				**54**	$ 11,952	$ -	$ 11,952
Task 4 -	**Jurisdicational Delineation and Permitting**	**4**	**4**	**16**				**24**	**$ 4,692**	**$ -**	**$ 4,692**
4.1	Additional Survey, Mapping, Impact Calculation	4	4	16				**24**	$ 4,692	$ -	$ 4,692
Total		**58**	**76**	**30**	**46**	**21**	**190**	**421**	**$ 95,092**	**$ 53,130**	**$ 148,222**

ALBERT A. WEBB ASSOCIATES

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July 6, 2023

Mr. Patrick Safari
CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

RE: Request for Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Dear Patrick,

Albert A. Webb Associates (WEBB) respectfully submit this change order for additional Engineering and Environmental Services for the revised alignment of the Sun Lakes Boulevard Extension Project (C00660). It is necessary to revise the alignment of this roadway as it is infeasible to obtain an easement from Kinder Morgan to place the road atop their existing high-pressure gas line.

WEBB has been contracted by the City of Banning to provide engineering and environmental services for the Sun Lakes Blvd. Extension Project. The following are out-of-scope additional task items to be provided by WEBB for the proposed revised alignment of Sun Lakes Boulevard:

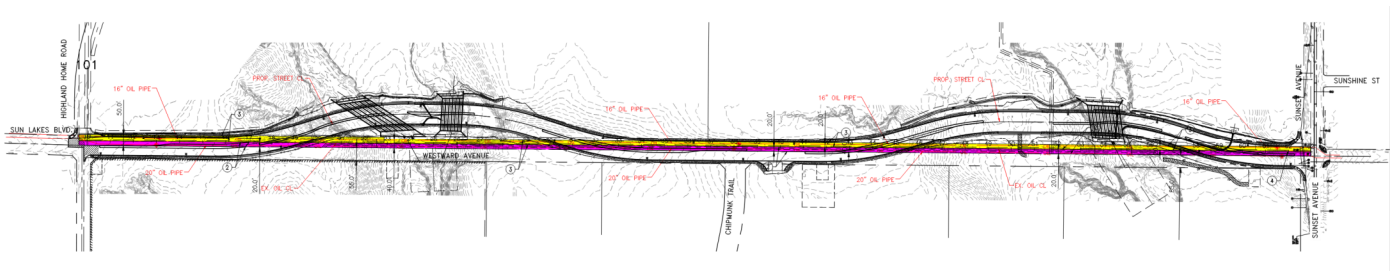
- Update final design plans and documents
- Revised CEQA Document
- Revised Technical Studies (Biological, Cultural, and Air Quality/GHG/Energy)
- Revised Jurisdictional Delineation and Permitting
- Utility coordination
- Project Management, Coordination, and Meetings

At this time, we are respectfully requesting compensation for the tasks already completed and the future tasks to be completed as outlined below.

EXHIBIT "A" SCOPE OF SERVICES

The proposed Sun Lakes Boulevard Extension project (Project) is a project that entails the construction of a new section of Sun Lakes Boulevard from Highland Home Road to Sunset Avenue. The proposed Project is approximately 5,400 linear feet (1.02 mile) long and 110 feet wide and will be constructed according to the City's General Plan Typical Section for an Arterial Highway.

Westward Avenue is a straight east-west unpaved dirt road between Highland Home Road and Sunset Avenue. Kinder Morgan has two fuel lines (16- and 20-inch diameters) in two 20-feet wide easements along Westward Avenue. The proposed Sun Lakes Boulevard curvilinear alignment overlaps Westward Avenue and Kinder Morgan easements, as shown in **Figure 1.** Initially, Kinder Morgan had no issue with roadway construction over their easements. Later, Kinder Morgan changed their policies to restrict roadway improvement over their lines and directed the City to realign Sun Lakes Boulevard to minimize the impact on Kinder Morgan fuel lines.



Sun Lakes Boulevard Circulation Plan Alignment
Figure 1

WEBB had already completed draft CEQA documents and associated technical studies and substantially completed final design plans, studies, and documents for the Project. Now, WEBB prepared a preliminary realignment of Sun Lakes Boulevard, as shown in **Figure 2**. Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard will be modified to an area that falls outside the previously surveyed areas in some places. Therefore, updates to the CEQA document and the relevant technical studies are needed now. In addition, redesigning all final design documents and update of studies and documents are needed.



Sun Lakes Boulevard Realignment to Minimize Impacts on Kinder Morgan Fuel Lines
Figure 2

Based on the feedback we received at the pre-application meeting with resource agencies on June 14, 2023, they understood the Kinder Morgan easement challenges. They agreed with the City to allow roadway realignment, as shown in Figure 2 above.

The City has received substantial funds for the Project and would like to move forward as soon as possible to meet the funding deadlines. The following is our understanding of the Project to complete the PS&E:

1. Drainage Report and Storm Drain Improvement Plans - Minor updates to the drainage report will be required. Storm drain alignments and elevations will remain the same; minor changes may be needed. Headwall and wing wall changes will be required to match the street improvement plans. Plans will be submitted for 90%, 100%, and approval.

2. Street Improvement Plans – Try to hold the profile over the storm drains. Revise street improvement plans and profiles for the realignment. Redesign and detail out 7-ADA ramps. No driveways, ADA ramps, and curb ramps will be provided along the alignment. We will provide AC berm at the proposed driveways per City's request. We will be submitted for 90%, 100%, and approval.

3. Signing & Striping Plans – Revise plans per the realignment and submit for 90% and 100% for approval.

4. Street Light Location Plans – Revise street light location plans per the revised alignment and submit for approval for 90% and 100%. The City will prepare street light conduit and conductor plans.

5. Landscape and Irrigation Plans – Because of budget constraints, the City decided not to landscape the parkway and median at this time, so an update of plans will not be required. The City would like to install sleeves with the Project to avoid future trenching across the pavement. The conduit sleeves will be shown on the street improvement plans.

6. Coordination with the Developer – The City will coordinate with the developer. WEBB will not be required to attend meetings and provide coordination with the developer. WEBB's scope of work includes legal & plats and exhibits needed to obtain right-of-way and easement for the roadway and storm drain improvement. The developer will analyze any impact on future development.

7. Potholing – We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

8. Coordination with Kinder Morgan – Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. We have added optional items and a budget to provide additional effort if needed.

9. Out-of-scope services – We will obtain authorization from the City for the out-scope services before beginning out-of-scope tasks.

Our scope of services is as follows:

Task 1 – Update Final Design Plans, Studies, and Documents

1.1 – Street Improvement Plans

Additional work includes the following items:

a. Update of horizontal alignment to minimize impacts to Kinder Morgan fuel lines.
b. Update the vertical centerline, curbs, and right-of-way profiles.
c. Update grading limits. The grading limits will consider cut and fill amounts, environmental impact, and resources.
d. Revise raised medians layout and profiles
e. Update sidewalks, ADA ramps, and driveways design and details.
f. Review utility adjustment and relocation and update plans and construction notes.

1.2 – Storm Drain System Design

The approved scope and budget for the Project included a task for the development of a preliminary roadway drainage design and tasks for a final drainage report and storm drain plans. The preliminary drainage design task included a preliminary hydrology and hydraulic analysis, preliminary scour calculations, preliminary plans, and a preliminary drainage report. The preliminary design was completed and submitted in November of 2020.

After the preliminary design was completed, concerns were raised by the resource agencies, which necessitated a sediment transport study be prepared for the Project. This study was completed and concluded that revisions to the culvert configuration were needed to address those concerns. WEBB's efforts to coordinate with the sediment transport study engineer and develop a revised design concept were covered under both a separate approved change order and the remaining preliminary design task budget. A change order was also approved by the City to update the plans based on the revised concept. This change order included updating the drainage report, update of the drainage plan sheets, and preparation of structural details and calculations.

As WEBB was proceeding with the updates to the design, input was received from Kinder Morgan stating that the drainage outlet structures would not be permitted within their easement. WEBB was then directed to stop work while the City coordinated with Kinder Morgan. WEBB was authorized by the City in January 2023 to proceed. An additional redesign of the outlet structures was completed to ensure that they did not encroach into the easement as requested.

After the redesign was substantially complete, WEBB was given direction to realign the street to minimize the impact on the existing Kinder Morgan easement. This change will require a redesign of the channel inlet and outlet structures, a redesign of the street storm drains, and a redesign of the intercept drain on the northerly side of the street. The drainage plans will also need to be redrafted. The hydraulic calculations (HEC-RAS, WSPG, etc) and drainage report will also need to be updated for these changes. The structural design work that has been started will also need to be redone. Added to this work is also an update to the preliminary geotechnical report to provide all the parameters needed to finalize the structural design calculations.

1.2.1 - Final Drainage Report Update - Additional work items include:

a. Due to road realignment, update the HEC-RAS model for updated inlet/outlet configuration.
b. Update WSPG calculations for culverts, new street storm drains, and intercept drain designs.
c. Update report text and exhibits to reflect revised road alignment.
d. Address additional plan check comments.

1.2.2 – Storm Drain Plan Update – Additional work items include:

a. Update the design and plan details for the outlet structures to avoid the Kinder Morgan easement.
b. Update design and plans due to the road realignment (channel inlet and outlets, street storm drain, northerly intercept ditch, and appurtenances).
c. Coordination with WEBB environmental team for the information requested and/or needed.

1.2.3 - Structural Design Details - Additional work items include:

a. Update structural calculations for revised inlet and outlet configuration.
b. Coordination with the geotechnical engineer for information required for structural design.
c. Review of Geotechnical report of adjacent development provided by City.
d. Update of Preliminary Geotechnical report by sub-consultant.

1.2.4 – Assessment of Potential Sediment Transport Impact - Additional work items include:

A study is to be conducted to assess the potential sediment transport impacts associated with the improvement of Sun Lakes Boulevard. The proposed road improvements involve the addition of several new culvert crossings that are to be constructed upstream of two existing dry weather crossings. The proposed culvert crossings have increased in size since the hydraulic assessment previously conducted by Northwest Hydraulic Consultants (NHC) in 2021. The existing dry weather crossings are to remain in place with the proposed road improvement plan.

Impacts on sediment transport will depend on the configuration proposed for the new crossings. A high-level assessment of the potential effects will be completed through a comparison of hydraulic characteristics pre- and post-project.

We will evaluate (existing conditions models, also developed previously provided for the 2021 NHC study) 2D model hydraulic models (HEC-RAS) of the proposed improvement plan.

Assumptions:

a. The Resource Agencies are currently reviewing the HEC-RAS model prepared for the revised culvert concept. WEBB will proceed with the final design phase ahead of Resource Agency approval under the assumption that they will not have any comments that will impact the culvert design or analysis. This additional budget request does not include any additional changes to the culvert analysis or design resulting from future Resource Agency comments.
b. It is assumed that the Caltrans Standard Detail D81 for double-cell reinforced concrete boxes can be utilized for the multi-cell boxes required for this Project, and no special structural design is required for these culverts.
c. The final plans and analysis will be designed with the assumption that the future Sunset Crossing project will be designed and built after the roadway project is completed. This additional budget request does not include any additional design or analysis required to assess changes to the roadway design or hydraulic analysis based on this future Project. It also assumes that drainage facilities for the Sunset Crossroads property (outside of the street right of way) will be designed and constructed by the developer's plans and is not a part of the road project scope.

1.3 – ROW and Easement Documents

We will prepare and update fourteen (14) documents needed for additional right-of-way and easements.

1.4 – Signing & Striping Plans

Update signing & striping plans for the revised alignment.

1.5 – Street Light Location Plans

a. Update street light location plans for the revised alignment.

1.6 – Specifications

The City will provide us with its boilerplate Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's Standard Technical Provisions. With each submittal, WEBB will provide a bid schedule, special provisions, and technical specifications. The specifications shall be signed by a Civil Engineer registered in the State of California as complete and ready for bidding purposes and awarding contracts for construction for the improvements. The latest edition of the Greenbook (Standard Specifications for Public Works Construction and subsequent amendments) will be used on the Project, except for the signing/striping elements. The City and Caltrans Standard Specifications will be used for these improvements. The City will prepare the bid book.

1.7 - Cost Estimates

We will provide a construction quantity and cost estimate with each submittal of plans. The unit costs shall be based upon the most current cost information for recent similar projects in the area compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, sidewalk, curb & gutter, driveway approaches, Asphalt Concrete (AC), utility improvements, applying/painting of pavement legends & striping, signs, traffic control, raised pavement markers, street lights in City limits, storm drain improvements, and project identification and completion signs. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

Task 3 – Revised Environmental Documentation

Since the completion of the draft CEQA document and associated technical studies, the alignment for Sun Lakes Boulevard has been modified to an area that, in some places, falls outside the previously surveyed areas. Therefore, updates to the CEQA document and the relevant technical studies are needed at this time.

3.1 - Revised Cultural Resources Study – Additional work items include:

a. Applied Earthworks (AE), WEBB's cultural resources subconsultant will conduct a complete and intensive cultural resource survey of the additional Project acreage. Two previously documented cultural resources (a large farm/ranch complex and a large historic water-control complex) are located within the expanded Project area. AE will confirm the location of these previously identified resources in proximity to the expanded Project area and assess their current condition.

b. AE will update the *Phase I Cultural Resources Assessment* (*Phase I CRA*) and paleontological memorandum to include the additional Project acreage, as well as add language regarding federal funding. This scope includes two rounds of comments following the City review of the draft updated *Phase I CRA* and no major revisions will be required. The draft updated *Phase I CRA* and paleontological memorandum will be submitted electronically in MS Word format for ease of review; the final updated *Phase I CRA* and paleontological memorandum will be submitted electronically as a PDF file.

3.2 - Revised Biological Resources Studies – Additional work items include:

a. WSP USA Environment & Infrastructure Solutions (WSA),[1] WEBB's biological resources subconsultant will revise the figures and exhibits, recalculate impacts, and update the previously finalized versions of the following reports to include the revised street alignment (Project footprint). The updated draft reports listed below will be submitted electronically for ease of review; the final revised reports will be submitted electronically as PDF files.

1. *Habitat Assessment/Western Riverside County Multiple Species Habitat Consistency Analysis,*
2. *Focused Burrowing Owl Survey,*
3. *Narrow Endemic and Criterial Area Plants Survey,*
4. *Los Angeles Pocket Mouse Protocol Survey*
5. *Determination of Biologically Equivalent or Superior Preservation (DBESP)*
6. West and Dry Season Fairy Shrimp Survey Memo Update

3.3 - Additional Environmental Coordination – Additional work items include:

WEBB has expended all original budgets associated with coordination and meetings with the Regional Conservation Authority (RCA) and regulatory agencies (US Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board and US Fish and Wildlife Service). Given that a meeting has been scheduled for June 14, 2023 with the RCA and regulatory agencies, and since there will be pre- and post- meeting coordination needed with the City and WEBB Team, additional request for budgets to do this meeting, along with more frequent coordination with the City as the revised CEQA document is underway, will also be needed.

3.4 – Revised Environmental (CEQA) Documentation – Additional work items include:

The Initial Study/Mitigated Negative Declaration (IS/MND) in addition to the CEQA notices for the original proposed alignment have been prepared. The IS/MND was ready to be released in January 2024 for public review prior to the decision to revise the Project alignment. Because the Project footprint has changed and revised biological resources reports, cultural report, and jurisdictional delineation must be prepared, additional budget is needed to revise and complete processing the IS/MND for public review through the Final MND phase. We are asking for an additional task authorization to complete this task since the budget originally allocated has been expended.

This scope does not include updating the air quality/greenhouse gas analysis completed in November 2021, which was prepared using the California Emissions Estimator Model® version 2020.4.0 (CalEEMod) model. The California Air Pollution Control Officers Association (CAPCOA) released CalEEMod version 2022.1 in December 2022. However, WEBB is not proposing to redo the air quality/greenhouse gas analysis using

[1] Wood Environment Infrastructure Solutions, Inc. was acquired by WSP.

the new model because: (i) the analysis was completed before the new model was released; (ii) there are no substantial changes to the Project that would warrant remodeling construction impacts; (iii) this is a capital improvement project; and (iv) and the results of the original air quality/greenhouse gas analysis were well below the numeric thresholds that would indicate a potentially significant impact. In the event comments are received during the public review period for the IS/MND, WEBB would address that in the responses to comments and explain the rationale for not remodeling the Project's air quality/greenhouse gas emissions.

Task 4 - Jurisdictional Delineation and Permitting

The original field surveys for the jurisdictional delineation (JD) were completed summer 2021, exhibits prepared, impacts calculated, and these results were presented to the resource agencies. WEBB will update the previous JD, to cover the new areas proposed by the revised Project alignment, including a 100-foot survey buffer. Specifically, WEBB will update the existing JD report with regulatory changes that have occurred since preparation of the original 2021 JD report. Following the literature review update, WEBB will conduct a one-day site visit to the revised Project site to document suspected wetlands and non-wetland waters of the U.S, waters of the State located outside federal jurisdiction, and streambed according to Fish and Game Code.

Waters of the U.S. will be evaluated using the methodology set forth in the guidelines provided in the *Corps of Engineers Wetlands Delineation Manual* (1987), the *2008 Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region* (Version 2.0), and the *2008 Field Guide to the Identification of the Ordinary High Water Mark (OHWM) in the Arid West Region of the Western United States*. Potential Waters of the State that are outside of federal jurisdiction will be identified following the *Procedures for Discharges of Dredged or Fill Material to Waters of the State. Fish and Game Code,* Section 1600 et al streambed will be identified as the bank-to-bank where the active streambed shows the fullest expression on the landscape.

After the site-visit is completed, WEBB will update the JD report with the new data collected from the site visit including tables, figures, and impacts discussion. The report will be prepared following the 2017 U.S Army Corps of Engineers (USACE), *Minimum Standards for Acceptance of Aquatic Resources Delineation Reports*. The JD report will provide an analysis and discussion of the existing site conditions, methods, and results of the delineation, including details such as soil types, hydrology, and vegetation present on the site. The report will also provide a discussion of the impacts proposed to any jurisdictional areas, including photographs and exhibits depicting any jurisdictional features.

Task 5 – Utility Coordination and Additional Field Survey for Potholing (Time and Material Basis)

WEBB will Identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction. WEBB will coordinate with utility companies to schedule the relocation of the utilities before the start of construction.

a. Coordinate with Kinder Morgan to construct Sun Lakes Boulevard for segments east of Highland Home Road and west of Sunset Avenue.
b. Coordinate with City to relocate power poles and guy anchors and adjust electrical vaults.
c. Coordinate with the City for relocation and adjustment of water valves, fire hydrants, blow-offs, air vacuum, and sewer manholes.
d. Coordinate with the Gas Company to relocate and adjust gas valves and electronic gas station.

e. Coordinate with telecommunication companies for the adjustment of telecommunication manholes.
f. Attend six (6) meetings with utility companies.
g. We will prepare an exhibit for approximately 40 potholes. The City will coordinate and hire a potholing contractor to perform the work. WEBB will conduct the field survey and collect data points set by the potholing contractor.

Task 6 – Project Management, Coordination, and Meetings (Time and Material Basis)

We will schedule and attend meetings as follows:

a. Project Development Team (PDT) meetings – We estimate twelve (12) meetings
b. Environmental meetings - We estimate six (6) meetings

We will schedule, chair, and prepare meeting agendas and meeting minutes. The agendas will be submitted to the City for review one working day before the meeting. The minutes will be distributed to all attendees, everyone invited, and the City's Project Manager within five working days after the meeting. The minutes shall include but are not limited to a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, ROW/Utility Tracking Sheets, any pertinent information, and follow-up to action items.

We will update project schedules. The project schedules will be divided into tasks and subtasks in full detail, including the City function timeline, critical path, and outside sources such as agencies or utilities.

Task 7 – Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (Time and Material Basis)

We have been providing out-of-scope services for the realignment of the roadway and coordination with the City and resource agencies.

We will provide engineering support services for environmental documentation, jurisdictional delineation, and permitting.

Optional Task 8 – Additional Work for Kinder Morgan (Time and Material Basis)

Even with the roadway realignment, approximately 500' on both ends will impact Kinder Morgan fuel lines. We have estimated our effort under utility coordination and meetings. It is very hard to predict the effort required to estimate effort to obtain Kinder Morgan approval and to meet the Federal Energy Regulatory Commission (FERC) requirements. Any additional effort required beyond estimated under the utility coordination and meetings, with the approval of the City, WEBB will provide additional support services.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

Total fees for services shown in the Scope of Services (Exhibit "A") shall not exceed **$496,079** without prior authorization from the client. If the optional Task 7 is to be conducted, the total shall be provided on a time and materials basis not to exceed **$516,079** after City authorization for the task. We propose to provide details in Exhibit "A" for an initial Time & Materials fee to be billed monthly in accordance with the attached fee schedule.

Task budgets are estimates and may be used interchangeably to stay within the budget total. Any additional services requested outside this scope will be provided under separate contract addenda for additional fees.

Charges for deliveries, printing, copying, mileage, postage, outside services, and for coordination or other services not specifically listed in the scope of work (Reimbursable Expenses) will be billed on a time and material basis in accordance with our Schedule of Fees. Checking and/or filing fees are not included in this contract and shall be paid directly to the appropriate governmental agency by the client.

If you find this request acceptable, please issue contract amendment #1 with the current dollar amount to the Final Engineering Services contract dated June 23, 2020. We appreciate this opportunity to serve your firm and look forward to hearing from you. If you have any questions regarding this proposal, don't hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE / TE
Senior Vice President

ALBERT A. WEBB ASSOCIATES

Exhibit B

Additional Engineering and Environmental Services for the Sun Lakes Blvd. Extension Project (C00660)

Item	Description	Stephanie Standerfer	Cheryl DeGano	Autumn DeWoody	Marshall Paymard	Field Biologist	Virginia Waters	Jacqueline Gamboa	Joseph Caldwell	Eric Hays	Ranjit Singh	Nathan Armendariz	Dilesh Sheth	Nicholas Keller	Joy Schwiebert	Son Le	Deborah Saulina	Danielle Logsdon	Jason Ardery	Michael Johnson	Linda Bouschet	Jon Ros	Andres Lopez	Party Chief/2-Person Survey Crew	Total Hours	Subtotal - Labor	Sub-consultant budget	Total/task
	Classification	Principal II	Principal II	Associate II	Associate II	Assistant II	Assistant II	Assistant II	Principal II	Principal I	Senior III	Assistant V	Principal II	Senior I	Assistant V	Associate II	Assistant III	Senior III	Principal II	Principal II	Associate III	Senior II	Senior I	Party Chief/2-Person				
	Billout Rate	$ 293	$ 293	$ 197	$ 197	$ 135	$ 135	$ 135	$ 293	$ 279	$ 252	$ 173	$ 293	$ 232	$ 173	$ 197	$ 144	$ 252	$ 293	$ 293	$ 208	$ 240	$ 232	$ 302				
Task 1 - Update Final Design Plans, Studies, and Documents									**24**	**62**	**168**	**430**	**30**	**208**	**108**	**48**	**60**	**110**	**8**	**16**	**110**	**14**			**1396**	**$ 295,874**	**$ 6,600**	**$ 302,474**
1.1	Street i\Improvement Plans																									$ -	$ -	$ -
	Update Street i\Improvement Plans												12	200			12	40							**264**	$ 61,724	$ -	$ 61,724
	Redesign ADA Ramps (7)												2		70			12							**84**	$ 15,720	$ -	$ 15,720
1.2	Storm Drain System Design																											
	1.2.1 - Final Drainage Report Update								8		20	50	2		8		4	4							**96**	$ 19,588	$ -	$ 19,588
	1.2.2 - Storm Drain Plan Update								8	40	120	300	2				4	4							**478**	$ 97,814	$ -	$ 97,814
	1.2.3 - Structural Design Details									2	4	80	2				4	4							**96**	$ 17,576	$ -	$ 17,576
	1.2.4 - Assessment of Potential Sediment Transport Impact								8	4	8		2				4	4							**30**	$ 7,646	$ 6,600	$ 14,246
1.3	ROW and Easement Documents (14)													8			8	8	8	16	110	14			**172**	$ 38,296	$ -	$ 38,296
1.4	Signing and Striping Plans														6	40	4								**50**	$ 9,494	$ -	$ 9,494
1.5	Street Light Plans														16		4								**20**	$ 3,344		$ 3,344
1.6	Specifications									8	8		4				8	20							**48**	$ 11,612	$ -	$ 11,612
1.7	Cost Estimate									8	8		4		8	8	8	14							**58**	$ 13,060	$ -	$ 13,060
Task 3 - Revised Environmental Documentation		**56**	**108**	**8**				**68**																	**240**	**$ 58,808**	**$ 17,820**	**$ 76,628**
3.1	Revised Cultural Resources Study		4					4																	**8**	$ 1,712	$ 3,520	$ 5,232
3.2	Revised Biological Resources Studies		4					4																	**8**	$ 1,712	$ 14,300	$ 16,012
3.3	Additional Environmental Coordination	40	60																						**100**	$ 29,300	$ -	$ 29,300
3.4	Revised CEQA Documentation	16	40	8				60																	**124**	$ 26,084	$ -	$ 26,084
Task 4 - Jurisdictional Delineation and Permitting		**28**	**20**	**89**	**74**	**12**	**16**																		**239**	**$ 49,955**	**$ -**	**$ 49,955**
4.1	Revised Survey, Mapping, Impact Calculation, Report Preparation, and Regulatory Permitting (includes optional UAV Remote sensing updates)	28	20	89	74	12	16																		**239**	$ 49,955	$ -	$ 49,955
Task 5 - Utility Coordination and Additional Field Survey for Potholing (T&M)													**6**	**6**	**6**		**16**	**10**		**2**			**4**	**8**	**58**	**$ 12,942**	**$ -**	**$ 12,942**
5.1	Utility Coordination & Meetings (6)												6		6		12	6							**30**	$ 6,036	$ -	$ 6,036
5.2	Additional Survey for Potholing													6			4	4		2			4	8	**28**	$ 6,906		$ 6,906
Task 6 - Project Management, Coordination & Meeting (T&M)													**26**		**12**		**30**	**42**							**110**	**$ 24,598**	**$ -**	**$ 24,598**
6.1	Project Management and Coordination												8					12							**20**	$ 5,368	$ -	$ 5,368
6.2	PDT Meetings (Estimate 12)												12		12		24	24							**72**	$ 15,096	$ -	$ 15,096
6.3	Environmental Meetings (estimate 6)												6				6	6							**18**	$ 4,134	$ -	$ 4,134
Task 7 - Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting (T&M)		**8**	**8**						**24**		**16**	**16**	**14**		**28**			**8**							**122**	**$ 29,482**	**$ -**	**$ 29,482**
7.1	Realignment and Pre-Coordination with Agencies	8	8						8		8		6		12										**50**	$ 12,882	$ -	$ 12,882
7.2	Engineering Support Services for Environmental Documentation, Jurisdictional Delineation, and Permitting								16		8	16	8		16			8							**72**	$ 16,600	$ -	$ 16,600
Total		**92**	**136**	**97**	**74**	**12**	**16**	**68**	**48**	**62**	**184**	**446**	**76**	**214**	**154**	**48**	**106**	**170**	**8**	**18**	**110**	**14**	**4**	**8**	**2165**	**$ 471,659**	**$ 24,420**	**$ 496,079**
Optional Task 8 - Additional Work for Kinder Morgan (T&M)																										**$ -**	**$ 20,000**	**$ 20,000**
8.1	Additional Work for Kinder Morgan																									$ -	$ 20,000	$ 20,000

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

January 15, 2026

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220
Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 7- Proposal for Construction Engineering Support Services
Project: Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Albert A. WEBB Associates (WEBB) respectfully submits this proposal to provide Construction Engineering Support Services for the Sun Lakes Boulevard Extension Project. These services are designed to support the City of Banning during the construction phase of the Project and are consistent with the approved plans, technical specifications, City of Banning standards, and the Standard Specifications for Public Works Construction (Green Book).

WEBB has been contracted by the City of Banning to provide engineering services for the Sun Lakes Boulevard Extension Project. As the Project transitions into construction, additional engineering support is required to assist the City with material submittal reviews, responses to Requests for Information (RFIs), verification of grading quantities, preparation of record drawings, and participation in construction progress meetings.

The following proposal outlines WEBB's understanding of the Project, the Exhibit "A" scope of services to be provided, and the Exhibit "B" proposed compensation for the scope of services.

If you find this proposal acceptable, please issue a contract amendment or task authorization to proceed. We appreciate the opportunity to continue supporting the City of Banning on the Sun Lakes Boulevard Extension Project. If you have any questions, please do not hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth, PE, TE
Senior Vice President

PROJECT UNDERSTANDING

The Sun Lakes Boulevard Extension Project includes roadway, drainage, utility, signing, and striping, as well as related infrastructure improvements, between Highland Home Road and Sunset Avenue. During construction, the City requires ongoing engineering support to ensure the Project is constructed in general conformance with the approved plans, specifications, and City standards, while addressing field conditions, coordination issues, and Contractor inquiries.

The City will provide the construction management and inspection services, while WEBB will provide construction engineering support services.

EXHIBIT "A" SCOPE OF SERVICES

Task 1 – Construction Engineering Administration and Coordination

WEBB will provide construction engineering support throughout the duration of construction, including:

- Coordination with the City Construction Manager, Resident Engineer/Inspector, and Contractor
- Interpretation of approved plans, specifications, and contract documents
- Engineering support related to constructability and field conditions
- Identification of potential impacts to design intent, scope, or schedule for City consideration

Task 2 – Material Submittal Review

WEBB will review Contractor material submittals for general conformance with the Contract Documents prior to construction or installation.

Services include:

- Logging and tracking submittals
- Coordinating multi-discipline reviews, as required
- Providing consolidated written comments and disposition
- Reviewing resubmittals until an acceptable status is achieved
- Includes a total of 20 submittal and resubmittal reviews, with an average of 1 hour of Engineer review time and 0.5 hour of Project Coordinator time per review.

Required Material Submittals (as applicable):

- Traffic Control Plans
- SWPPP / WPCP (QSD/QSP certifications)
- Earthwork and import/borrow material data
- Aggregate base and asphalt mix designs
- Portland cement concrete mix designs
- ADA detectable warning surfaces
- Storm drain pipe, structures, and appurtenances
- Signing, striping, and traffic control devices

- Erosion control and BMP products
- Final material certifications and warranties

Task 3 – Requests for Information (RFI) Review and Response

WEBB shall provide comprehensive engineering support for the review, evaluation, coordination, and response to Contractor RFIs.

Services include:
- Logging and tracking RFIs
- Reviewing RFIs for completeness and clarity
- Coordinating internally across disciplines
- Coordinating with City staff when RFIs may affect scope, cost, or schedule
- Preparing written responses consistent with City standards

RFIs shall be categorized by complexity to define the level of engineering effort required:

A. Simple RFIs (10)

Typically include:
- Clarification of notes, dimensions, quantities, or plan references
- Interpretation of standard details or specifications
- Field questions that can be resolved without design modification

Services include:

- Review and written response
- Minor plan markup or reference to contract documents. Includes a total of 10 RFIs, with an average of 2 hours of the Engineer's time and 1 hour of the Project Coordinator and Project Manager's time per RFI.

B. Medium-Complexity RFIs (5)

Typically include:
- Coordination between multiple disciplines
- Minor design refinements or field-driven adjustments
- Utility or drainage clarifications requiring limited analysis
- Supplemental sketches or exhibits

Services include:
- Internal coordination and technical evaluation
- Preparation of clarification sketches or exhibits
- Written response with supporting documentation
- Medium plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 4 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

C. Complex RFIs (5)

Typically include:

- Differing site conditions
- Conflicts with existing utilities
- Discrepancies between plans and field conditions
- Utility conflicts requiring evaluation of alternatives
- Drainage, grading, or roadway geometry impacts
- RFIs with potential cost, schedule, or scope implications
- Issues requiring coordination with outside agencies or third parties

Services include:

- Engineering analysis and evaluation of alternatives
- Coordination meetings with the City and project stakeholders
- Preparation of detailed response narratives and supporting exhibits
- Plan markup or reference to contract documents. Includes a total of 5 RFIs, with an average of 8 hours of the Engineer's time and 1 hour of the Project Coordinator's time per RFI.

Identification of potential impacts for City consideration

Task 4 – Construction Progress Meetings

WEBB will attend construction progress meetings (a total of 24) as requested by the City, 8 in-person meetings and 16 virtual meetings.

Task 5 – Grading Quantity Verification

WEBB shall perform grading quantity calculations for earthwork pay quantities based on survey data provided by the Contractor.

Services include:

- Review of Contractor-provided pre- and post-construction survey surfaces
- Independent calculation of excavation, fill, and import/export quantities
- Coordination with City staff and the Inspector to resolve discrepancies

All field surveying shall be performed by the Contractor. WEBB's role is limited to office-based quantity verification.

Task 6 – Record Drawings (As-Built Plans)

WEBB shall prepare Record Drawings for City acceptance.

Services include:

- Incorporating approved RFIs, field directives, and clarifications
- Reviewing Contractor redline drawings

- Updating plan sheets to reflect final constructed conditions

Record Drawings shall be based on information provided by the Contractor and City. WEBB shall not be responsible for independent field verification.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

WEBB proposes to provide the Construction Engineering Support Services on a **time-and-materials basis**, billed monthly in accordance with the attached Schedule of Fees.

The total fee for services described in Exhibit "A" shall **not exceed $78,624** without prior written authorization from the City.

Item	Description	Dilesh R. Sheth, Principal II	Eric Hays, Principal II	Myung G. Choo, Principal II	Ranjit Singh, Principal I	Son H. Le, Senior I	Deborah A. Saulina, Assistant V	Total Hours	Total/task[1]
	Billout Rate	$ 312	$ 312	$ 312	$ 298	$ 258	$ 196		
Task 1 - Construction Engineering Administration & Coordination		**8**	**4**		**8**		**4**	**24**	**$ 6,912**
1.1	Construction Engineering Administration & Coordination	8	4		8		4	**24**	**$ 6,912**
Task 2 - Material Submittal Review				**8**	**10**	**2**	**10**	**30**	**$ 7,952**
2.1	Material Submittal Review			8	10	2	10	**30**	**$ 7,952**
Task 3 - Request for Information (RFI) Review and Response		**15**		**34**	**46**		**15**	**110**	**$ 31,936**
3.1	Simple RFIs (10)	5		10	10		5	**30**	**$ 8,640**
3.2	Medium - Complexity RFI (5)	5		8	12		5	**30**	**$ 8,612**
3.3	Complex RFIs (5)	5		16	24		5	**50**	**$ 14,684**
Task 4 - Construction Progress Meetings		**32**			**12**			**44**	**$ 13,560**
4.1	Virtual Construction Progress Meetings (24)	32			12			**44**	**$ 13,560**
Task 5 - Grading Quantity Verification		**6**		**24**			**2**	**32**	**$ 9,752**
5.1	Grading Quantity Verification	6		24			2	**32**	**$ 9,752**
Task 6 - Record Drawings (As-Built Plans)		**2**		**8**	**12**	**4**	**4**	**30**	**$ 8,512**
6.1	Prepare As-Built Drawings	2		8	12	4	4	**30**	**$ 8,512**
Total		**63**	**4**	**74**	**88**	**6**	**35**	**270**	**$ 78,624**

AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 6 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 6") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty-One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23, 2022, City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty Eight Thousand Two Hundred Twenty Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty One Thousand Nine Hundred Forty Seven Dollars and Sixty Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the

Contract Sum by Four Hundred Ninety Six Thousand Seventy Nine Dollars ($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty Eight Thousand Twenty Six Dollars and Sixty Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. On August 26, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents ($1,364,706.66) as approved by Council Resolution No 2025-116.

J. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to December 31, 2027, and increase the Contract Sum to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The maximum compensation for the Services performed pursuant to this Amendment No. 6 shall not exceed Seventy-Eight Thousand Six Hundred Twenty-Four Dollars ($78,624.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Four Hundred Forty-Three Thousand Three Hundred Thirty Dollars and Sixty-Six Cents ($1,443,330.66).

1.2 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through December 31, 2027, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 6, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 6, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 6. In the event of a conflict between the provisions of this Amendment

No. 6 and the provisions of the Agreement or Amendments No. 1 through 6, the provisions of this Amendment No. 6 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 6.

2.3 Authority. The persons executing this Amendment No. 6 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 6 on behalf of said party, (iii) by so executing this Amendment No. 6, such party is formally bound to the provisions of this Amendment No. 6, and (iv) entering into this Amendment No. 6 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 6 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 6 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Administrative City Clerk	
APPROVED AS TO FORM: Slovak, Baron, Empey, Murphy & Pinkney LLP	
John O. Pinkney City Attorney	

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

ALBERT A. WEBB ASSOCIATES

January 15, 2026

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220
Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 7- Proposal for Construction Engineering Support Services
Project: Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Albert A. WEBB Associates (WEBB) respectfully submits this proposal to provide Construction Engineering Support Services for the Sun Lakes Boulevard Extension Project. These services are designed to support the City of Banning during the construction phase of the Project and are consistent with the approved plans, technical specifications, City of Banning standards, and the Standard Specifications for Public Works Construction (Green Book).

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The following proposal outlines WEBB's understanding of the Project, the Exhibit "A" scope of services to be provided, and the Exhibit "B" proposed compensation for the scope of services.

If you find this proposal acceptable, please issue a contract amendment or task authorization to proceed. We appreciate the opportunity to continue supporting the City of Banning on the Sun Lakes Boulevard Extension Project. If you have any questions, please do not hesitate to contact me at 951-830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President

PROJECT UNDERSTANDING

The Sun Lakes Boulevard Extension Project includes roadway, drainage, utility, signing, and striping, as well as related infrastructure improvements, between Highland Home Road and Sunset Avenue. During construction, the City requires ongoing engineering support to ensure the Project is constructed in general conformance with the approved plans, specifications, and City standards, while addressing field conditions, coordination issues, and Contractor inquiries.

The City will provide the construction management and inspection services, while WEBB will provide construction engineering support services.

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- Reviewing Contractor redline drawings

- Updating plan sheets to reflect final constructed conditions

Record Drawings shall be based on information provided by the Contractor and City. WEBB shall not be responsible for independent field verification.

EXHIBIT "B" COMPENSATION FOR SCOPE OF SERVICES

WEBB proposes to provide the Construction Engineering Support Services on a **time-and-materials basis**, billed monthly in accordance with the attached Schedule of Fees.

The total fee for services described in Exhibit "A" shall **not exceed $78,624** without prior written authorization from the City.

Item	Description	Dilesh R. Sheth, Principal II	Eric Hays, Principal II	Myung G. Choo, Principal II	Ranjit Singh, Principal I	Son H. Le, Senior I	Deborah A. Saulina, Assistant V	Total Hours	Total/task[1]
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5.1	Grading Quantity Verification	6		24			2	**32**	**$ 9,752**
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6.1	Prepare As-Built Drawings	2		8	12	4	4	**30**	**$ 8,512**
Total		**63**	**4**	**74**	**88**	**6**	**35**	**270**	**$ 78,624**

CITY OF BANNING
STAFF REPORT

TO:	**CITY COUNCIL**
FROM:	**Elizabeth Gibbs, City Manager**
PREPARED BY:	**Ralph Wright, Parks and Recreation Director**
MEETING DATE:	**March 24, 2026**
SUBJECT:	**Consideration of Resolution 2026-53, a Resolution of the Banning City Council approving the amendment to agreement for professional services (C01207) for the Banning Armory Community Resilience Center Project by and between City of Banning and Richard Yen and Associates Architects and Planners, Inc.**

RECOMMENDATION:

Adopt Resolution 2026-53

BACKGROUND:

At the October 14, 2026 City Council meeting, Council adopted Resolution 2025-143, approving an agreement between the City of Banning and Richard Yen and Associates Architects and Planners, Inc. (RY AO) for Phase I of the Banning Armory Climate Resilience Center Project. Phase I of the project is fully funded through a grant from the California Strategic Growth Council as part of the Climate Resilience Center Program. Phase I is a planning project that will include electrical infrastructure improvements to the Arthur "Art" Welch Community Center, formerly the Armory Building, and design for a future dual use facility that will include a year-round community center and a facility that will be able to support the community in the event of an emergency as a resiliency center and emergency operations center. The planning project has a compressed timeline with a completion deadline of April of 2027. Staff is hoping to be sufficiently through enough of the planning process to apply and be awarded an implementation grant in Round # 2 of the Climate Resiliency Center Program in the Fall of 2026 or early Spring of 2027.

Staff has been working with the consultant, RY AO on the project. To date, the firm has completed necessary facility assessments, completed a Community Engagement Plan and completed significant public outreach including multiple public meetings, pop-up event engagement and survey responses providing creative ideas for the future facility.

After executing the initial contract, RY AO has requested an amendment to the contract to modify the language with regard to Section 1.1 of the agreement - performance standards from "Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit for the purpose intended; to "Consultant covenants that it shall follow the applicable professional standards in performing the services required hereunder and that all materials will be of good quality, and fit for the purpose intended."
The consultant made the request due to complications with securing their sub-consultants due to what was deemed ambiguous language with regard to highest standards definition and amending the agreement to professional standards will enable the consultant to secure their needed sub-consultants for the project.

Staff presented the proposed amendment to the City Attorney for review as well as the granting agency. Both have accepted the proposed modification.

JUSTIFICATION:

The amendment will allow the consultant to engage their chosen subconsultants as agreed to in the proposal and allow the project to be completed on time.

FISCAL IMPACT:

There is no fiscal impact associated with the proposed amendment. The change in the agreement language has been reviewed by the City Attorney's office as well as the granting agency and both have accepted.

ATTACHMENTS:

1. CC_Resolution_2026-53_Authorizing the Amendment No. 1 to C01207.docx
2. Amendment No. 1- C01207.pdf
3. CC Resolution No. 2025-143.pdf

RESOLUTION 2026-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA APPROVING AMENDMENT # 1 TO A PROFESSIONAL SERVICE AGREEMENT FOR THE BANNING ARMORY RESILIENCE CENTERS PROJECT C01207 WITH RICHARD YEN AND ASSOCIATED ARCHITECTS & PLANNERS

WHEREAS, on August 22, 2023, the banning City Council authorized the submission of a grant application to the California Strategic Growth Council for funding under the Community Resilience Centers Program; and

WHEREAS, the California Strategic Growth Council awarded the City a grant in the amount of $1,070,620 with a grant contract execution date of, April 21, 2025: and

WHEREAS, City Council adopted Resolution 2025-143 at the regular meeting of the banning City Council on October 14, 2025 awarded a professional services contract, Cto Richard Yen and Associates Architects & Planners for a three year term; and

WHEREAS, Richard Yen and Associates architects and planners requested an amendment to the contract language of Section 1.1 of the agreement C01207; and

WHEREAS, the City of Banning is amenable to the requested changes to Section 1.1 as stated in Amendment # 1 to the agreement.

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

SECTION 1. The City Council approves Amendment # 1 to the Professional Services Agreement, C01207, with Richard Yen and Associated Architects and Planners to modify the language in Section 1.1 of the agreement.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Amendment.

SECTION 3. The City Council authorizes the City Manager to execute Amendment # 1 to the Professional Services Agreement C01207.

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

PASSED, APPROVED AND ADOPTED this 24th day of March 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 2026-53 was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 24th day of March 2026 by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Sandra Calderon, Deputy City Clerk
City of Banning, California

AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT (C01207) FOR BANNING ARMORY COMMUNITY RESILIENCE CENTERS PROJECT BY AND BETWEEN CITY OF BANNING AND RICHARD YEN & ASSOCIATES ARCHITECTS & PLANNERS, INC.

THIS AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 1") by and between the **CITY OF BANNING** ("City") and **Richard Yen & Associates Architects & Planners, Inc.**, an Arizona Corporation ("Consultant") is effective as of this day: _____.

RECITALS

A. City and Consultant entered into that certain Contract dated October 14, 2025 for the purpose of providing Armory Community Resilience Centers Project Services ("Agreement") following Request for Proposal 25-102 Banning Armory Community Resilience Centers Project, as approved by City Council Resolution 2025-143.

ARTICLE 1. SERVICES OF CONSULTANT, Section 1.1 Scope of Services of the Agreement is hereby deleted in its entirety and replaced with the following.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the applicable professional standards in performing the services required hereunder and that all materials will be of good quality and fit for the purpose intended. For the purposes of this Agreement, the phrase "professional standards" shall mean those standards of practice recognized by one or more similar firms performing similar work under similar circumstances.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

   1.1 The Scope of Services, as set forth in Section 1.1 of the Agreement is hereby amended.

2. Miscellaneous Provisions

   2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term

"Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 1. In the event of a conflict between the provisions of this Amendment No. 1 and the provisions of the Agreement or Amendments No. 1 through 1, the provisions of this Amendment No. 1 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 1.

2.3 Authority. The persons executing this Amendment No. 1 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of this Amendment No. 1, and (iv) entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No.1 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

The Parties are signing this Amendment No. 1 on the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Elizabeth Gibbs, City Manager	NAME: TITLE:
City Council Approval: _____	NAME: TITLE:
ATTEST:	
Sandra Calderon Deputy City Clerk	

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

RESOLUTION 2025-143

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BANNING, CALIFORNIA, AWARDING A PROFESSIONAL SERVICES AGREEMENT FOR THE BANNING ARMORY RESILIENCE CENTERS PROJECT TO RICHARD YEN & ASSOCIATES ARCHITECTS & PLANNERS, INC. IN THE AMOUNT OF $759,850

WHEREAS, on August 22, 2023, City Council authorized the submission of a grant application to the California Strategic Growth Council for funding under the Community Resilience Centers Program; and

WHEREAS, the City submitted application requested funds to support project development activities, including community outreach, facility assessments, and design work necessary to retrofit the former California National Guard Armory building located at 2041 W. Nicolet Street in an effort to convert the facility into a dual-purpose Community Resilience Center and Emergency Operations Center; and

WHEREAS, California Strategic Growth Council awarded the City a grant in the amount of $1,070,620 which is effective two years from its grant execution, April 21, 2025; and

WHEREAS, City staff developed and issued a Request for Proposals (RFP) soliciting qualified firms to provide services in alignment with the grant program guidelines, the City's application and the executed grant agreement; and

WHEREAS, the RFP was advertised in the local newspaper on and officially released through ProcureNow on July 7, 2025 and in response, the City received 6 proposals as summarized below:

	Consultant	Score
1)	Richard Yen & Associates Architects & Planners, Inc.	83.67
2)	ELS Architecture and Urban Design	78.00
3)	SVA Architects, Inc.	76.33
4)	IDS Group, Inc.	73.67
5)	Dunbar Architecture	67.67
6)	Lionakis	61.33

WHEREAS, the Professional Services Agreement in the amount of $759,850 will be funded through the Community Resilience Centers Program grant award and an appropriation to Account 704-3200-412.33-11 (Professional Services) in the amount of $759,850 is required with the understanding that grant reimbursements will be requested periodically throughout the duration of the project.

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 Richard Yen & Associates Architects & Planners for the Banning Armory Resilience Centers project for a 3-year term in an amount of $759,850 and subsequent amendments to extend the Agreement for up to two additional single year terms upon satisfactory performance, with a total not-to-exceed amount of $759,85 over five (5) years.

SECTION 2. The City Council authorizes the City Manager to make non-substantive changes to the Professional Services Agreement and to execute the Professional Services Agreement with Richard Yen & Associates Architects & Planners, Inc. on behalf of the City Council.

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

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

PASSED, APPROVED AND ADOPTED this 14th day of October, 2025.

Sheri Flynn, Mayor
City of Banning

ATTEST:

Sandra Calderon, Acting Administrative City Clerk
City of Banning

APPROVED AS TO FORM:

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

CERTIFICATION:

I, Sandra Calderon, Acting Administrative City Clerk of the City of Banning, California, do hereby certify that the foregoing Resolution 2025-143, was duly adopted by the City Council of the City of Banning, California, at a regular meeting thereof held on the 14th day of October, 2025 by the following vote, to wit:

AYES: Barrington, Flynn, Miller, Royce, Wallace

NOES: None

ABSENT: None

ABSTAIN: None

Sandra Calderon

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

EXHIBIT A
Agreement Document Title

(Attach Agreement Document)

AGREEMENT FOR PROFESSIONAL SERVICES (C01027) FOR BANNING ARMORY COMMUNITY RESILIENCE CENTERS PROJECT BY AND BETWEEN CITY OF BANNING AND RICHARD YEN & ASSOCIATES ARCHITECTS & PLANNERS, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES (herein "Agreement") is made and entered into this day: _____, ("Effective Date") by and between the **CITY OF BANNING,** a California municipal corporation ("City") and Richard Yen & Associates Architects & Planners, Inc., an Arizona Corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

RECITALS

A. City has sought by a Request for a Proposal (RFP 25-102) for the performance of the services for the Armory Community Resilience Centers Project and as further defined and described particularly in Article 1 of this Agreement.

B. Consultant, following submission of a proposal for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by City to perform those services.

C. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

D. Pursuant to the City of Banning's Municipal Code, City has authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. SERVICES OF CONSULTANT

1.1 Scope of Services.

In compliance with all terms and conditions of this Agreement, Consultant shall provide those services specified in the "Scope of Services" attached hereto as **Exhibit A** and incorporated herein by this reference, which services may be referred to herein as the "Services" hereunder. As a material inducement to City entering into this Agreement, Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the Services required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the Services contemplated herein. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all Services described herein. Consultant covenants that it shall follow the highest professional standards in performing the Services required hereunder and that all materials will be of good quality, and fit

for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Contract Documents and Exhibits.

This Agreement includes the Request for Proposal and Consultant's accepted proposal ("Contract Documents"), both of which are on file with the City and incorporated herein by this general reference as though fully set forth herein. **Exhibit A** (Scope of Services), **Exhibit B** (Special Requirements), **Exhibit C** (Schedule of Compensation), and **Exhibit D** (Schedule of Performance) also constitute a part of this Agreement and are incorporated into this Agreement by this reference. Except as set forth in Section 1.10 regarding **Exhibit B**, this Agreement controls over the Contract Documents and the provisions in **Exhibits A, B** and **C**.

1.3 Compliance with Law.

Consultant shall keep itself informed concerning all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered, and shall render all Services hereunder in accordance therewith.

1.4 Licenses, Permits, Fees and Assessments.

Consultant shall obtain and maintain during the term of this Agreement, at its sole cost and expense, all necessary licenses, permits, certificates and approvals required by law for the performance of Services under this Agreement, including a City business license. Consultant shall have the sole obligation to pay for all fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and which arise from or are necessary for Consultant's performance of the Services required by this Agreement. Consultant shall indemnify, defend and hold harmless City, its officers, employees or agents, against all such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.5 Familiarity with Services.

By executing this Agreement, Consultant warrants that Consultant: (i) has thoroughly investigated and considered the Scope of Services to be performed, (ii) has carefully considered how the Services should be performed, and (iii) fully understands the facilities and any difficulties and restrictions attending performance of the Services under this Agreement. If the Services involve work upon any site, Consultant warrants that Consultant has or will investigate the site and is or will be fully acquainted with the conditions existing therein, prior to commencement of Services hereunder. Should Consultant discover any latent or unknown conditions, which will materially affect the performance of the Services hereunder, Consultant shall immediately inform City of such fact and shall not proceed except at Consultant's risk until written instructions are received from the Contract Officer (defined in Section 1.12. A).

1.6 Prevention of Loss and Damages.

Consultant shall adopt reasonable methods during the Term (defined in Section 3.4) to furnish continuous protection to the work product, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the Services by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties.

Both Parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both Parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonable necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither Party shall be responsible to perform the Services of the other.

1.8 Additional Services.

For work to be paid for by funds other than the SGC CRC grant, the City shall have the right at any time during the performance of the Services, without invalidating this Agreement, to order extra services beyond that specified in the Scope of Services or to make changes by altering, adding to or deducting from the Services. No such extra services may be undertaken unless a written order is first given by the Contract Officer to Consultant, which written order incorporates therein an adjustment in (i) the Contract Sum (as defined in Section 2.1), and/or (ii) the Schedule of Performance, (as defined in Section 3.2), and which written order is approved in writing by Consultant. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or $25,000, whichever is less; or in the Schedule of Performance of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by City Council. All changes in scope of work, an extension of time, and/or an increase in cost require an amendment to this Agreement. It is expressly understood by Consultant that the provisions of this Section shall not apply to Services which are specifically set forth in the Scope of Services or which are reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the Services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.9 Facilities and Equipment.

Except as otherwise provided, Consultant shall, at its own cost and expense, provide all facilities and equipment necessary to perform the Services required by this Agreement. City shall make available to Consultant only physical facilities such as desks, filing cabinets, and conference space ("City Facilities"), as City deems, in its sole discretion, to be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of City. The location, quality, and time of furnishing City Facilities shall be in the sole discretion of City. In no event shall City be required to furnish any facilities that may involve incurring any direct expense, including but not limited to a computer, long distance telephone, network data, internet or other communication charges, vehicles and reproduction facilities.

1.10 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit B** and incorporated herein by this reference. In the event of a conflict between the provisions of **Exhibit B** and any other provisions of this Agreement, the provisions of **Exhibit B** shall govern.

1.11 Corrections.

In addition to the indemnification obligations set forth in Article 4, and Sections 1.4, 1.13, 5.3, 5.4, and 6.3, Consultant shall correct, at its expense, all errors in the Services which may be disclosed during City's review of Consultant's report or plans. Should Consultant fail to make such correction(s) in a reasonably timely manner, such correction(s) may be made by City, and the cost thereof shall be charged to Consultant. In addition to all other available remedies, City may deduct the cost of such correction(s) from any retention amount held by City, or may withhold payment otherwise owed Consultant under this Agreement up to the amount of the cost of correction(s), as provided in Section 6.3.

1.12 Party Representatives.

A. Contract Officer: For the purposes of this Agreement, the Contract Officer shall be the City Manager, or such other person designated in writing by the City Manager ("Contract Officer"). Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of City required hereunder to carry out the terms of this Agreement.

B. Principals and Personnel of Consultant.

1) Consultant Representative: The following principal of Consultant is hereby designated as being the Consultant Representative authorized to act on Consultant's behalf regarding the Services specified herein and make all decisions in connection therewith:

Name	Title
Jianshan Liang	Principal

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Consultant Representative were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing Consultant Representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the Services hereunder. All personnel of Consultant, and any authorized agents, shall at all times be under the exclusive direction and control of the Consultant Representative. For purposes of this Agreement, the foregoing Consultant Representative may not be replaced nor may their responsibilities be substantially reduced or reassigned by Consultant without the express written approval of City. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the Services, and Consultant shall refer any decisions which must be made by City to the Contract Officer.

2) Consultant's Personnel: Consultant has, or will secure at its own expense, all personnel required to perform the Services required under this Agreement. All of the Services required under this Agreement shall be performed by Consultant or under its supervision, and all personnel engaged in the Services shall be qualified to perform such Services. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement. Consultant shall notify City of all changes in Consultant's staff and sub-contractors, if any, assigned to perform the Services required under this Agreement, prior to and during any such performance. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires to reassign any staff or sub-contractor of Consultant, City shall give notice as set forth in Section 8.1. Consultant shall, immediately upon the receipt of the notice to re-assign staff from City, reassign such person or persons.

1.13 Independent Contractor.

A. Consultant is an independent contractor and not an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City. All Services provided pursuant to this Agreement shall be performed by Consultant or under its supervision. Consultant will determine the means, methods, and details of performing the Services. Any additional personnel performing Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

B. Consultant shall indemnify and hold harmless City and its elected officials, officers, employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Consultant's personnel practices. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Section.

1.14 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Consultant, the Consultant Representative and employees were a substantial inducement for City to enter into this Agreement. Therefore, Consultant shall not contract with any other entity to perform in whole or in part the Services required hereunder without the express written approval of City. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty-five percent (25%) of the present ownership and/or control of Consultant, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this

Agreement shall be void. No approved transfer shall release Consultant or any surety of Consultant of any liability hereunder without the express consent of City.

1.15 Debarment or Suspension.

Consultant represents and warrants that, as of the Effective Date of this Agreement, Consultant is not debarred or suspended pursuant to any applicable Federal or State law providing for the debarment of contractors. Consultant shall not perform the Services with any subcontractor that has been debarred or suspended pursuant to any applicable Federal or State law providing for the debarment. Consultant and its subcontractors shall not be debarred or suspended throughout the Term of this Agreement pursuant to any applicable Federal or State law providing for the debarment of contractors. If Consultant or any subcontractor becomes debarred or suspended during the Term of this Agreement, Consultant shall immediately notify City.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, as full compensation for Services satisfactorily rendered, City shall pay Consultant at the hourly rates set forth in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. In no event shall Consultant be paid more than Seven Hundred Fifty-Nine Thousand Eight Hundred Fifty Dollars ($759.850.00) (the "Contract Sum"). The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Coordination of the performance of the Services with City is a critical component of the Services. If Consultant is required to attend additional meetings to facilitate such coordination, Consultant shall not be entitled to any additional compensation for attending those meetings.

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion of the Services, (ii) payment in accordance with specified tasks (unit price) or the percentage of completion of the Services, (iii) payment for time and materials based upon Consultant's rates as specified in the Schedule of Compensation, provided that time estimates are provided for the performance of sub tasks, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

City shall only reimburse Consultant for those actual and necessary expenses expressly set forth in **Exhibit C**. Reimbursable expenses may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual sub-contractor expenses of an approved sub-contractor pursuant to Section 1.14, and only if specified in the Schedule of Compensation.

2.4 Unauthorized Services and Expenses.

City will not pay for any Services or reimburse for any expenses incurred which are not specified in the Scope of Services, unless authorized in an executed amendment as set forth in Section 1.8 and pursuant to the time limit in Section 3.4 of this Agreement. City shall make payment for such authorized additional Services and expenses in accordance with Article 2 of this Agreement.

2.5 Invoices.

Each month Consultant shall furnish to City an original invoice for all Services performed and expenses incurred during the preceding month. Each such invoice shall contain all of the information set forth in Section III of **Exhibit C** to this Agreement. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all provisions of the Agreement. Consultant shall not invoice City for any duplicate Services performed by more than one person.

City shall independently review each invoice submitted by Consultant to determine whether the Services performed and expenses incurred are in compliance with the provisions of this Agreement. City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice, except as to any charges for Services performed or expenses incurred by Consultant which are disputed by City, or as provided in Section 6.3. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City of any invoice provided by Consultant shall not constitute waiver of any rights or remedies provided herein or any applicable law.

2.6 Waiver.

Payment to Consultant for Services performed pursuant to this Agreement shall not be deemed to waive any defects in Services performed by Consultant.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement; provided, however, that the foregoing shall not be construed to limit or deprive a Party of the benefits of any grace or use period allowed in this Agreement.

3.2 Schedule of Performance.

Consultant shall commence the Services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all Services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and incorporated herein by this reference.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the Services rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant. Such unforeseeable consequences include, but are not restricted to, acts of God or public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if Consultant shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the Services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified, subject to the provisions of Section 1.8. The Contract Officer's determination (or the City Council's determination, in the event the period of enforced delay exceeds the period specified in Section 1.8) shall be final and conclusive upon the Parties to this Agreement. In no event shall Consultant be entitled to recover damages against City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy shall be the extension of the Agreement pursuant to this Section.

3.4 Term.

The Term of this Agreement shall be from the Effective Date through April 30, 2027 unless sooner terminated as provided in Article 6 of this Agreement or extended as provided in Sections 1.8 and 3.3 of this Agreement. Maximum term and any subsequent amendment or modification shall not exceed five (5) years.

ARTICLE 4. INSURANCE AND INDEMNIFICATION

4.1 Minimum Scope and Limits of Insurance.

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

A. Commercial General Liability Insurance with a minimum limit of $1,000,000.00 per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of $2,000,000.00 per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, members, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

B. Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of $1,000,000.00 per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of Services under this Agreement,

Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy.

C. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of $1,000,000.00 per accident for bodily injury or disease. If Consultant has no employees while performing Services under this Agreement, workers' compensation policy is not required; however, Consultant shall execute a declaration that it has no employees and will obtain Worker's Compensation Insurance prior to hiring any employees should the need arise during the term of and related to this Agreement.

D. Professional Liability/Errors and Omissions Insurance with minimum limits of $1,000,000.00 per claim and in the aggregate.

4.2 Acceptability of Insurers.

The insurance policies required under this Article shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Article.

4.3 Additional Insured.

The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

4.4 Primary and Non-Contributing.

The insurance policies required under this Article shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

4.5 Consultant's Waiver of Subrogation.

The insurance policies required under this Article shall not prohibit Consultant and Consultant's employees, agents or sub-contractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

4.6 Deductibles and Self-Insured Retentions.

Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City; or Consultant shall procure a bond guaranteeing payment of losses and expenses.

4.7 Cancellations or Modifications to Coverage.

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Article during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under this Article is canceled or reduced in coverage or limits, Consultant shall, within two (2) Business Days (as defined in Section 8.12) of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

4.8 City Remedy for Noncompliance.

If Consultant does not maintain the policies of insurance required under this Article in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Article, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City, or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

4.9 Evidence of Insurance.

Prior to the performance of Services under this Agreement, Consultant shall furnish the City Clerk with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Article. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with the City Clerk. Consultant shall provide proof to the City Clerk that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

4.10 Indemnity Requirements not Limiting.

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under this Agreement.

4.11 Sub-contractor Insurance Requirements.

Consultant shall require each of its sub-contractors that perform Services under this Agreement to maintain insurance coverage that meets all of the requirements of this Article.

4.12 Indemnification, Hold Harmless, and Duty to Defend.

A. Indemnification of City.

1) To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers,

attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

2) Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold City harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph A.2.

3) Consultant shall obtain executed indemnity agreements with provisions identical to those in this Article from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnity obligations, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's sub-contractor, its officers, agents, servants, employees, sub-contractors, materialmen, consultants or their officers, agents, servants or employees (or any entity or individual that Consultant's sub-contractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees as determined by court decision or by the agreement of the Parties.

B. Workers' Compensation Acts not Limiting. Consultant's indemnifications and obligations under this Article, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.

C. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. The indemnities in this Article shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

D. Survival of Terms. Consultant's indemnifications and obligations under this Article shall survive the expiration or termination of this Agreement.

ARTICLE 5. RECORDS, REPORTS, AND RELEASE OF INFORMATION

5.1 Service Records.

Consultant shall keep, and require sub-contractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and Services performed hereunder (the "Service Records"), as shall be necessary to perform the Services required by this Agreement and enable the Contract Officer to evaluate the performance of such Services. Any and all such Service Records shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such Service Records at all times during normal business hours of City, including the right to inspect, copy, audit and make copies and transcripts from such Service Records. Such Service Records shall be maintained for a period of four (4) years following completion of the Services hereunder, and City shall have access to such Service Records in the event any audit is required. In the event of dissolution of Consultant's business, custody of the Service Records may be given to City, and access shall be provided by Consultant's successor in interest ("Consultant's Successor"). If custody of the Service Records is given to Consultant's Successor, Consultant shall give written notice to City of the transfer of the Service Records to Consultant's Successor. The notice shall include contact information (address and telephone number) for Consultant's Successor, and access shall be provided to City by Consultant's Successor.

5.2 Reports.

Consultant shall periodically, but not less than quarterly, and as requested by the City, prepare and submit to the Contract Officer such reports concerning the performance of the Services required by this Agreement as the Contract Officer shall require. Consultant hereby acknowledges that City is greatly concerned about the cost of Services to be performed pursuant to this Agreement. For this reason, Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the Services contemplated herein, Consultant shall promptly notify the Contract Officer of that fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

5.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "Consultant Documents")

prepared by Consultant, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement. Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the Consultant Documents hereunder. Any use, reuse or assignment of such completed Consultant Documents for other projects and/or use of uncompleted Consultant Documents without specific written authorization by Consultant will be at City's sole risk and without liability to Consultant, and Consultant's guarantee and warranties shall not extend to such use or assignment. Consultant may retain copies of such Consultant Documents for its own use. Consultant shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of all Consultant Documents prepared by them; and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

5.4 Confidentiality and Release of Information.

A. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

B. Consultant, its officers, employees, agents or sub-contractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the Services performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives City notice of such court order or subpoena.

C. If Consultant, or any officer, employee, agent or sub-contractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct.

D. Consultant shall promptly notify City should Consultant, its officers, employees, agents or sub-contractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any Party regarding this Agreement and the Services performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite the response.

ARTICLE 6. ENFORCEMENT OF AGREEMENT AND TERMINATION

6.1 California Law.

This Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in Riverside.

6.2 Disputes; Default.

A. In the event that City determines Consultant is in default under the terms of this Agreement, City shall have no obligation or duty to continue compensating Consultant for any Services performed after the date of default. In addition to the provisions of Section 4.8, and the right to terminate pursuant to Section 6.7, if the City Manager determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, City may serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, City may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

B. In the event of termination pursuant to this Section, City may take over the Services and prosecute the same to completion by contract or otherwise, and Consultant shall be liable to the extent that the total cost for completion of the Services required hereunder exceeds the compensation herein stipulated (provided that City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to Consultant for the purpose of set-off or partial payment of the amounts owed City as provided in Section 6.3.

6.3 Retention of Funds.

Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement): (i) any payment amount of which may be in dispute hereunder or which is necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, (ii) all amounts retained pursuant to the provisions of Section 4.8, (iii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement, and (iv) all payments due or that become due to Consultant during the period that Consultant or any of its sub-contractors fail to maintain any required insurance in full force and effect, until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City, as provided in Section 4.9, above. In the event that any claim is made by a third party, the amount or validity of which is

disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

6.4 Waiver.

Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any Services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing, and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

6.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

6.6 Legal Action.

In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Consultant must file a statutory claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action against City under this Agreement.

6.7 Termination Prior to Expiration of Term.

This Article 6 shall govern any termination of this Agreement except as specifically provided in Section 6.2 for termination for default of Consultant. City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Consultant, except that where termination is due to the fault of Consultant, the period of notice may be a shorter time as may be determined by the Contract Officer. In addition, Consultant reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of City, the period of notice may be a shorter time as Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all Services hereunder except such as may be specifically approved by the Contract Officer. Except where Consultant has initiated termination, Consultant shall be entitled to compensation for all Services rendered prior to the effective date of

the notice of termination and for any Services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 6.3. In the event Consultant has initiated termination, Consultant shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating Party need not provide the non-terminating Party with the opportunity to cure pursuant to Section 6.2.

6.8 Attorneys' Fees.

In any litigation or other proceeding by which a Party seeks to enforce its rights under this Agreement (whether in contract, tort or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorney's fees on any appeal, and in addition the Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 7. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

7.1 Non-liability of City Officers and Employees.

No officer or employee of City shall be personally liable to Consultant, or Consultant's Successor, in the event of any default or breach by City or for any amount which may become due to Consultant or Consultant's Successor, or for breach of any obligation of the terms of this Agreement.

7.2 Conflict of Interest.

Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of Services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or sub-contractor without the express written consent of the Contract Officer. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of City shall have any direct or indirect financial interest in this Agreement within the scope of Government Code section 1090, nor shall any such officer or employee make, participate in making, or use his or her official position to influence, any City decision relating to the Agreement which has a material financial effect on his or her financial interests or the financial interests of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given, and will not pay or give any money or other consideration whatsoever for obtaining this Agreement.

Consultant and its officers, employees, associates and sub-contractors, if any, shall comply with all conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including the Political Reform Act (Gov. Code § 81000, et seq.) and Government Code Section 1090. During the term of this Agreement, Consultant may perform similar services for other clients; but Consultant and its officers, employees, associates and sub-contractors shall not, without the Contract Officer's prior written approval, perform services for another person or entity for whom Consultant is not currently performing services that would require Consultant or one of its officers, employees, associates or sub-contractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant shall incorporate a clause substantially similar to this Section into any subcontract that Consultant executes in connection with the performance of this Agreement.

7.3 Covenant Against Discrimination.

Consultant covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, or ancestry in the performance of this Agreement. Consultant shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry, or other protected class.

7.4 Unauthorized Aliens.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of Services covered by this Agreement, and should the any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 8. MISCELLANEOUS PROVISIONS

8.1 Notices.

Any notice, demand, request, document, consent, approval, bill, invoice, report or other communication required or permitted under this Agreement shall be in writing and conclusively deemed effective: (a) on confirmed delivery by courier service or overnight delivery service during Consultant's and City's regular business hours; or (b) three (3) Business Days after deposit in the United States mail, by certified or registered mail, and addressed to the Party to be notified as set forth below:

If to City	Attn: Holly Stuart Public Works Program Manager City of Banning 99 East Ramsey Street Banning, California 92220 Email: hstuart@banningca.gov
With a courtesy copy to:	John Pinkney, City Attorney Slovak Baron Empey Murphy & Pinkney LLP 74774 CA-111 Indian Wells, CA 92210 Email: pinkney@sbemp.com
If to Consultant:	Attn: Jianshan Liang, Principal Richard Yen & Associates Architects & Planners, Inc 731 S. Highway 101, Suite 1M Solana Beach, CA 92075 Email: JLiang@ry-aoarchitects.com

8.2 Interpretation.

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

8.3 Counterparts.

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

8.4 Integration; Amendment.

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

8.5 Severability.

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

8.6 Mutual Cooperation.

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

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

8.7 No Third Party Beneficiaries Intended.

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

8.8 Final Payment Acceptance Constitutes Release.

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

8.9 Non-Appropriation of Funds.

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

8.10 Headings.

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

8.11 Word Usage.

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

8.12 Business Days.

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

8.13 Corporate Authority.

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

8.14 Electronic Signatures.

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF BANNING

Art Vela, Date
Interim City Manager

ATTEST:

Sandra Calderon Date
Acting Administrative City Clerk

APPROVED AS TO FORM:
Slovak Baron Empey Murphy & Pinkney LLP

John O. Pinkney Date
City Attorney

CONSULTANT

NAME: Date
TITLE:

NAME: Date
TITLE:

Tax ID No.

Address:

City Council Approval: _____

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

EXHIBIT "A"
SCOPE OF SERVICES

I. **Consultant will perform the following Services in connection with providing Design Services prepared in connection therewith:**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products and services to City:

Banning Armory Community Resilience Center

Statement of Understanding and Approach

Firm Experience & Expertise

RY+AO Architects brings proven expertise in critical facility planning and community design. We recently completed Southern California Edison's Irwindale EOC, Security Operations Center, AG&R Grid Control Center, and a Regional Telecom Hub Needs Assessment and Design. In partnership with Holmes, our structural engineering collaborator, we have assessed and retrofitted over 100 mission-critical facilities for seismic resilience.

Beyond critical infrastructure, we have extensive experience designing civic and community spaces, including Escondido City Hall (with an integrated community center), the 4S Ranch Boys & Girls Club, Confluence Park Community Center, and Solis Park at FivePoint Valencia. These projects demonstrate our ability to create facilities that are resilient, functional, and deeply rooted in community identity.

Project Understanding

The City of Banning, with the support of the **Community Resilience Center (CRC) Grant Agreement**, is transforming its historic 1950s Armory into a **dual-purpose Community Resilience Center (CRC) and Emergency Operations Center (EOC)**. This facility must serve two equally important roles: a **welcoming civic destination** for daily programs and services, and a **resilient, mission-critical hub** capable of safeguarding the community during emergencies.

The reimagined Armory will:

- Provide **evacuation and climate-resilient shelter** with capacity for community safety during extreme heat, wildfire smoke, and other climate-driven events.
- **Operate as a fully capable EOC**, with secure command, communications, and resilient infrastructure to support emergency response and continuity of operations.
- Deliver **year-round community programming**, including recreation, youth services, and food distribution that strengthen social resilience.
- Include **campus amenities** such as shaded outdoor gathering spaces, drought-tolerant landscapes, renewable energy systems, and flexible infrastructure adaptable for both community events and emergency staging.

Meeting this vision requires integrating **community engagement, technical rigor, and fiscal responsibility** while complying with CRC Grant requirements. RY+AO has a proven record of balancing these priorities in both **mission-critical facilities and civic projects**, giving us a strong foundation to guide Banning through this transformation.

Our Approach

1. Inclusive Community Engagement

Community participation is central to the success of the Armory transformation. Our process begins with **building trust** and ensuring that all voices in Banning's diverse community are heard and reflected in the design.

To achieve this, RY+AO has partnered with **PLAYCE Studio,** a leader in participatory design and public engagement. Their respected **PLAYCE methodology** integrates traditional engagement techniques with team-building and creative visioning exercises. By using play, storytelling, and hands-on activities, stakeholders become collaborators and champions of the project from the start.

Together, we will deliver a **Community Engagement Plan (CEP)** that ensures transparency, inclusivity, and accessibility.

Key strategies include:

- **Bilingual, ADA-compliant engagement** through workshops, forums, surveys, and digital platforms.
- **Pop-up community conversations** at existing community venues and events to "meet people where they are."
- **Interactive site tours** to generate real-time dialogue about opportunities and challenges on the ground.
- **Visioning workshops** using PLAYCE's creative tools, such as "blue sky" exercises, collaging, and magazine cover games, to unlock innovative ideas for the Armory's future.
- **"Try It On" design simulations** that let participants experiment with full-scale props or temporary installations, building consensus through hands-on exploration.
- **Community Meetings I & II**, structured to move from big-picture visioning to clear, achievable design strategies, while demonstrating how public input directly shapes outcomes.

This two-month engagement process will culminate in a **Final Engagement Report** documenting outreach activities, feedback, and design impacts. Beyond informing design, the process will build long-term community pride, ownership, and readiness.

As an added benefit, PLAYCE Studio will invite a City staff member to participate in their **PLAYCE Engagement Academy,** equipping the City with an in-house facilitator skilled in inclusive outreach. This ensures that the project leaves not only a resilient facility but also a legacy of collaboration and capacity-building for Banning's future.

- **Relevant Experience:** RY+AO has successfully led inclusive engagement on civic projects such as the **Solis Park Community Center** and the **4S Ranch Boys & Girls Club**, where broad participation shaped facilities that reflect community identity. Similarly, PLAYCE Studio has delivered award-winning public engagement programs across the country, demonstrating their ability to turn diverse input into actionable, inspiring design outcomes.

2. Comprehensive Needs & Facility Assessment

We will combine stakeholder interviews, surveys, and workshops with a technical facility assessment. This includes evaluating structural integrity, seismic resilience, hazardous materials, ADA compliance, fire/life safety, and MEP systems. We will also conduct an Emergency Preparedness Assessment to confirm the facility can effectively support command operations and sheltering during crises.

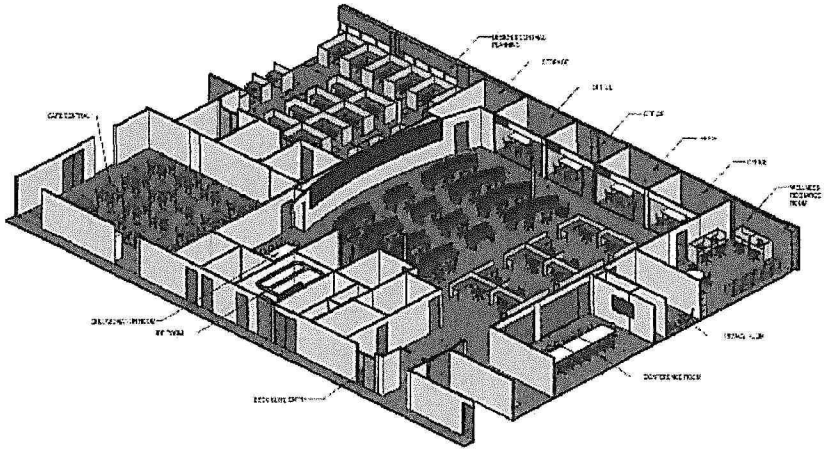
This effort is guided by our disciplined design methodology:

1. **Define objectives and budget** – We begin by understanding operational priorities and financial requirements.
2. **Translate into a program** – These are transformed into spatial requirements that become the roadmap for design.
3. **Align budget with vision** – Only once the program is established do we integrate costs with client objectives, ensuring solutions are both practical and aspirational.

- *Relevant Experience:* Our team recently completed **Southern California Edison's Regional Telecom Hub Needs Assessment** and **AG&R Grid Control Center**, both of which required detailed spatial, technical, and operational analyses to align program needs with facility capabilities.

Below example of the SCE's Edison Security Operation Center (ESOC) Need Assessment and Space Planning at Westminster Combined Facility.

Example of Space Planning 3D View:

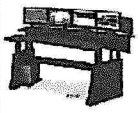


Example of a programming assessment Data Sheet: Control Center of ESOC

Program Summary

Space	FTE CURRENT	FTE GROWTH	FTE TOTAL	Seat	SF/Unit	SF/Room	Qty	Area (SF)	Total (SF)	Comment
ESOC										
ESOC Operating Group										
SOC CONTROL CENTER	11	9	20	20	125	2500	1	2500		1. (19) sit/stand consoles 2. (1) 6x8 cubicle for specialist 3. (2) radio wheeler consoles 2. Media Wall: 40' main screen + multiple smaller screens on the sides 3. total TV counts on media wall: 20 on main screen; 2 on each side wall
PRIVATE OFFICE	1	4	5			150	5	750		visibility to the control room
STORAGE						50	1	50		
CONFERENCE ROOM							1	600		Preferred electric privacy glass wall at one side; 30'x20' standard
COLLABORATION SPACE				12				350		white bd., map table; can accommodate 12 standings people. can be shared with conference room, open pockets, etc.
TOTAL	12	13	25						4,250	

Example of an equipment list: Control Center of ESOC

EQUIPMENT LIST (FF&E) ASSET NAME	SIZE	QTY MANFUFACTURER	IMAGE	LOCATION	COMMENT
Med a Wall 1 - Main	55"	20 tbd		Control Center	Assume monitors will be combined in groups of (4) per 14A circuit
Med a Wall 2 Side	55"	2 tbd		Control Center	
Med a Wall 3 Side	55"	2 tbd		Control Center	
Console		20 Winsted - Impulse Ampl fy Dual Sit/stand Console		Control Center	sit/stand consoles, stackable cubbys, 3 monitors, prefer size is n ggr than 24"
Base Conso e		2 Winsted		Control Center	for mobi e racios, along side with console workstation

3. Integrated CRC + EOC Design

For the new City of Banning EOC, a core objective is enabling the Armory to function as a fully capable Emergency Operations Center while serving daily community needs.

Key design approaches:

a. Dual-Use Design

- Retrofit the existing Armory to **Risk Category IV** standards wherever feasible, allowing it to safely function as an Emergency Operations Center during disasters while serving daily community programming in normal conditions.

  Design spaces with **flexible partitions, durable finishes, and resilient building systems** so rooms can shift from classes, meetings, or youth programs to EOC operations during an emergency.

b. Secure and Functional Zones

- Develop a **zoned floor plan** that separates secure, mission-critical EOC areas (command room, communications hub, server room) from public-facing CRC spaces (multipurpose rooms, classrooms, kitchen).
- Incorporate **redundant building systems** (HVAC, power, IT backbone) designed by AlfaTech to support continuous EOC operations while ensuring comfort for daily community use.

c. Resilience-Ready Infrastructure

A resilient structure is the backbone of a Community Resilience Center. If a facility cannot withstand natural hazards, it cannot fulfill its most vital role—protecting the community during emergencies.

In partnership with **Holmes**, our team will implement **seismic retrofits, diaphragm strengthening, and structural upgrades** to ensure life safety and continuity of operations. We will also provide a **generator site with fuel storage, hardened utility connections, and redundant communications systems** (satellite and backup) to maintain EOC readiness.

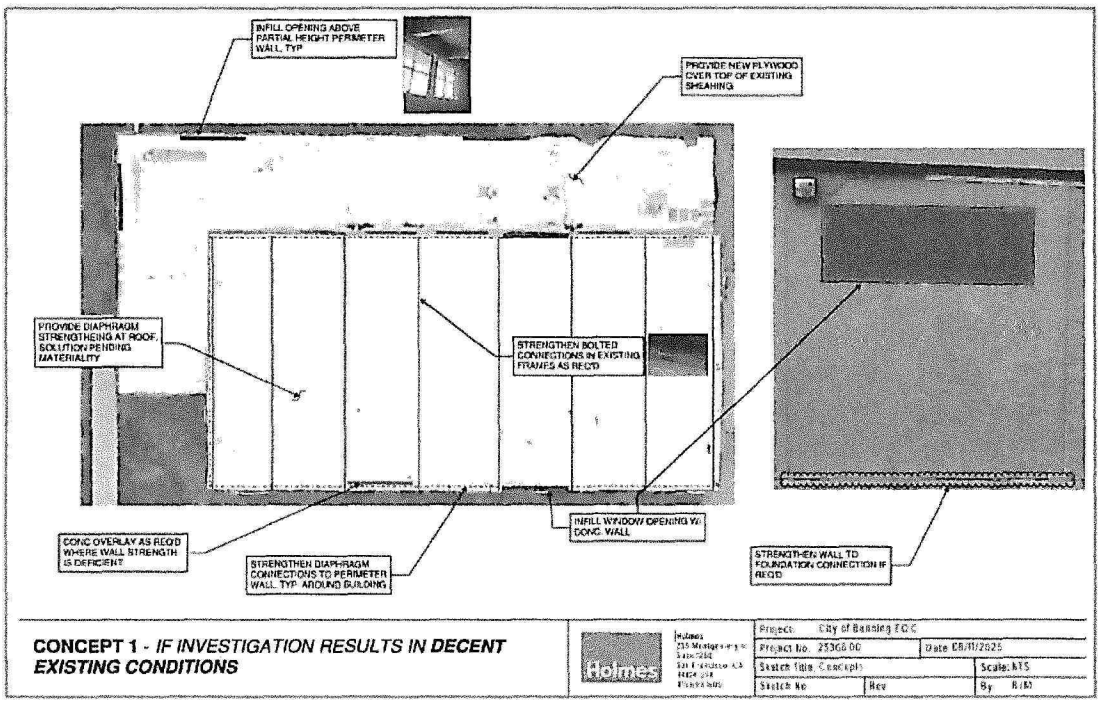
Our process begins with a review of existing documentation and on-site assessments to confirm the Armory's current condition. Where needed, we will expand evaluation using **FEMA P-58 benchmarks**—the national standard for seismic resilience—to guide **cost-effective retrofit strategies** that strengthen integrity and long-term operability. Beyond seismic performance, Holmes will also evaluate risks such as wind, fire, and climate-driven events, integrating both structural and non-structural measures into a **comprehensive hazard mitigation strategy**.

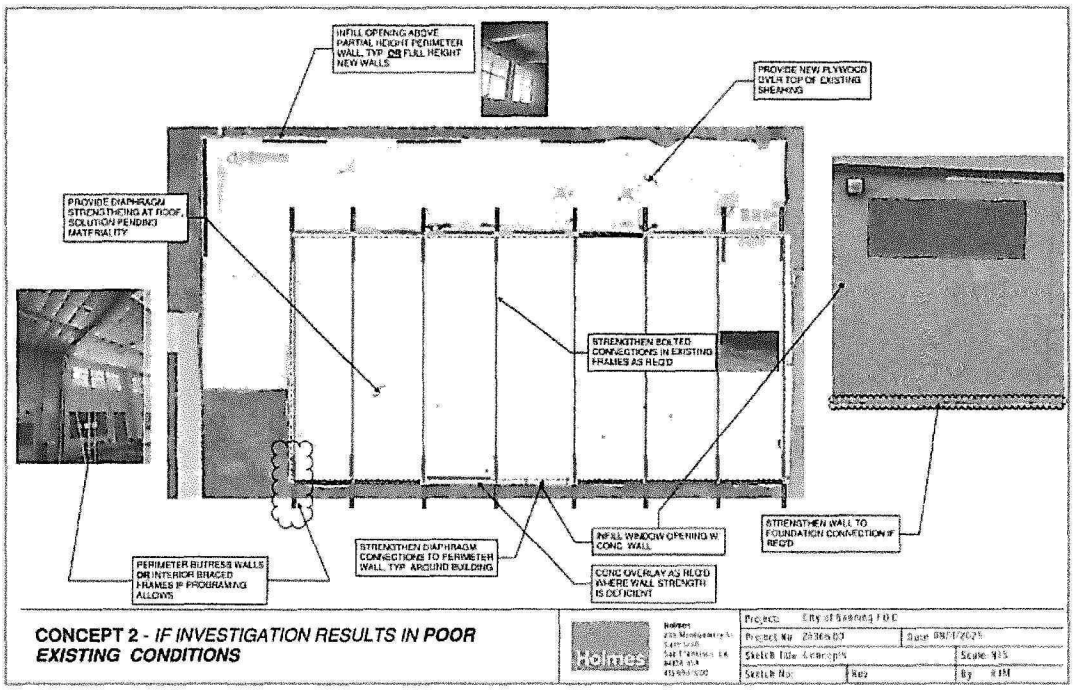
To support decision-making, we will present the City with **retrofit and EOC placement options** ranging from moderate upgrades within the Armory to a new dedicated EOC facility. We will guide the City in weighing resilience, cost, and operational disruption to identify the solution that delivers the greatest long-term value.

Potential EOC Strategies:

Scheme	Existing condition of Amory building	Retrofit to Seismic Design Risk Category	Retrofit scheme	EOC Placement	Cost
1	Decent	IV	Strengthen Roof diaphragm, infill openings, less intrusive to existing spaces	Inside Armory Bldg	Lowest
2	Poor	IV	Strengthen Roof diaphragm, infill openings, buttresses – more intrusive to existing spaces	Inside Armory Bldg	Medium - High
3	Poor	II	Strengthen Roof diaphragm, infill openings, less intrusive to existing spaces	New bldg.	High

And potential structural retrofit schemes:

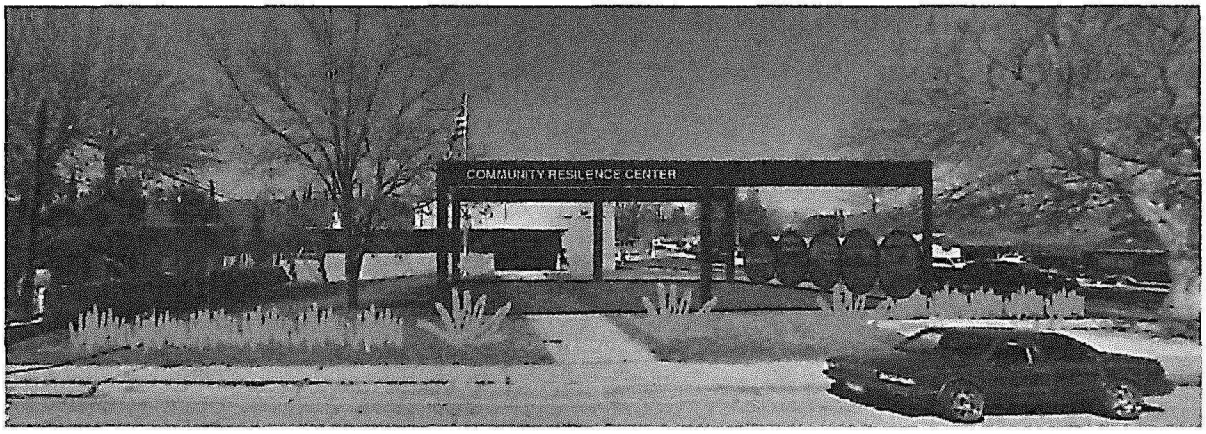




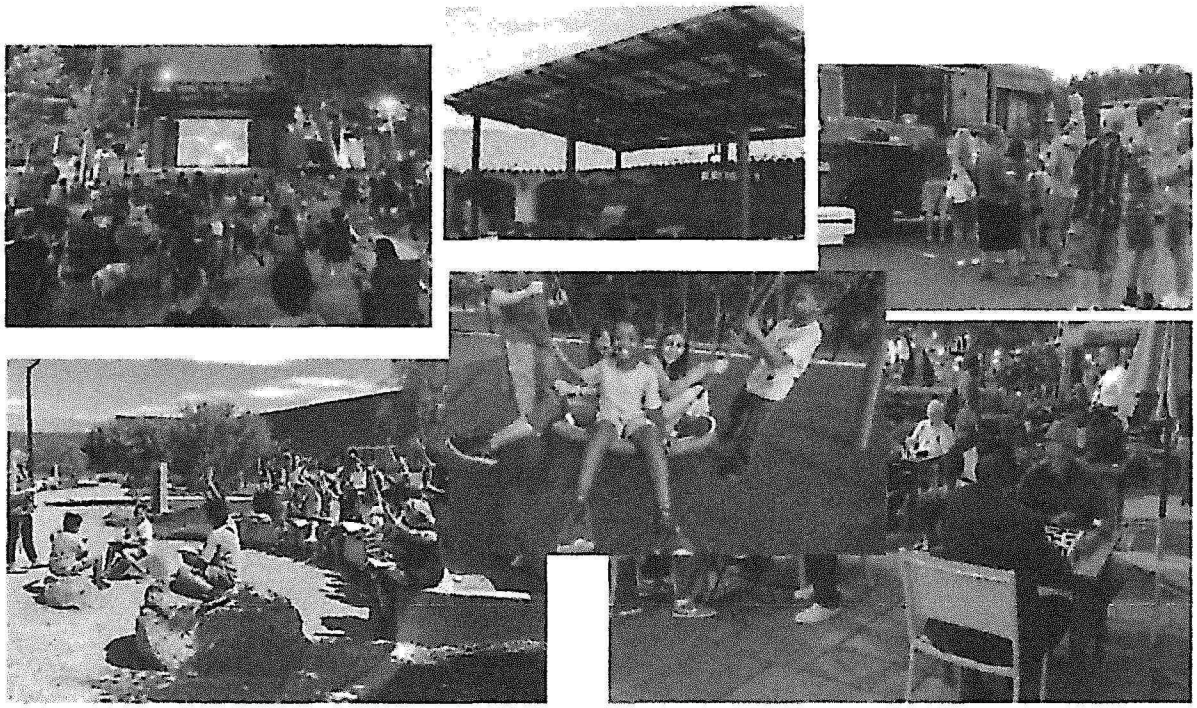
4. Community Life & Outdoor Civic Identity

Equally important as the building itself is transforming the Armory site into a **welcoming civic destination**. Building on its current uses, such as classes, food distribution, and recreational programs, we will create an outdoor environment that extends community life while reinforcing resilience and identity. The site will function as a daily amenity for residents, a venue for cultural and recreational programming, and a resource adaptable to emergency staging when needed.

1. **Arrival & Identity**
    - A welcoming public plaza with shaded portals and civic-scale signage.
    - Cultural storytelling elements such as murals, public art, and interpretive displays that celebrate Banning's heritage and resilience values.
2. **Family & Youth Spaces**
    - Outdoor classrooms, play structures, and flexible gathering areas.
    - Safe open sightlines and circulation paths that balance activity, visibility, and security.
    - Game tables and casual seating to encourage intergenerational use and community interaction.
3. **Flexible Infrastructure for Daily & Civic Life**
    - Shaded, durable spaces adaptable for daily activities such as markets, fitness programs, or food distribution.
    - Infrastructure designed to host food truck events, outdoor movie nights, holiday celebrations, arts and crafts fairs, performances, and other community gatherings.
    - Multipurpose outdoor spaces that can convert to emergency functions such as staging, supply distribution, or triage during a disaster.



4. **Resilient Systems**
    - Solar canopies providing both renewable power and shaded gathering areas.
    - Drought-tolerant landscapes and stormwater management features that serve as living teaching tools while reducing long-term maintenance costs.
5. **Cohesive Civic Identity**
    - Unified materials, colors, and graphics that tie the building and site together.
    - A design language that communicates confidence and readiness in emergencies while remaining warm, inviting, and approachable in daily life.

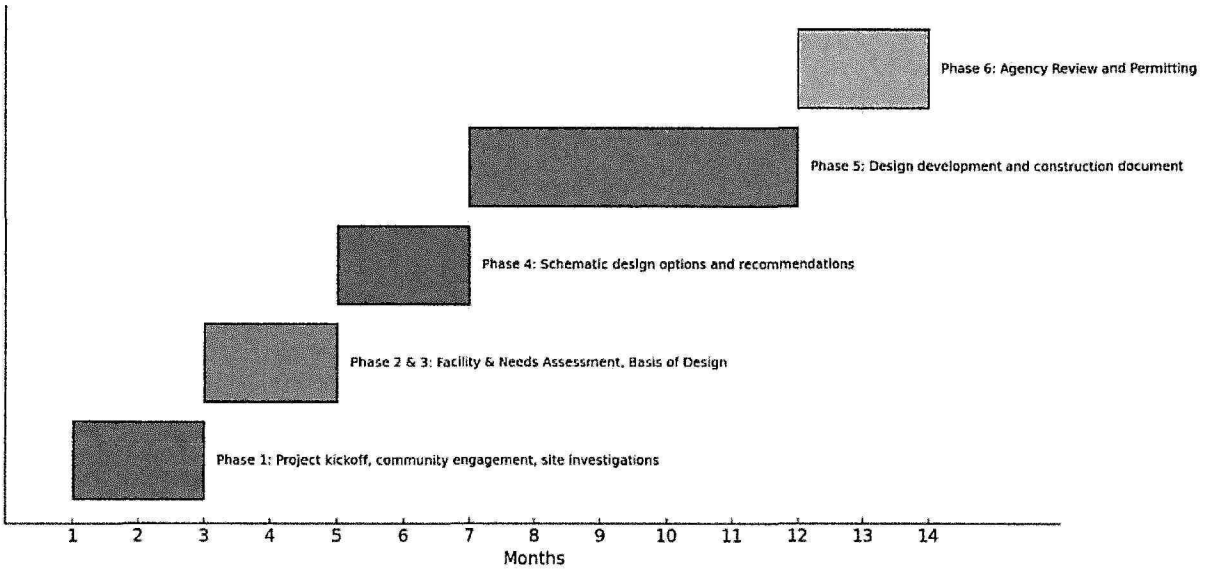


Project Schedule

We anticipate a **12–14 month effort** from initiation to construction documents:

Phase 1 (Months 1–3): Project kickoff, community engagement, site investigations.
Phase 2 & 3 (Months 3–5): Facility & Needs Assessment, Basis of Design.
Phase 4 (Months 5–7): Schematic design options and recommendations.
Phase 5 (Months 7–12): Desing development and construction document.
Phase 6 (Months 12–14): Agency Review and Permitting.

Project Schedule:



Plan to Address Fluctuations in Service Needs and Price Adjustments

We recognize that the scope of services for the Community Resilience Center may evolve as the project progresses, particularly given the dual-use nature of the facility and the reliance on grant funding. Our approach is to remain flexible while maintaining transparency and fiscal accountability.

1. Scalable Staffing and Resources
Our project team is structured with both core staff and specialized consultants who can be scaled up or down depending on the City's needs. For example, if additional community engagement sessions are requested, we can expand Place Studio's hours accordingly. Similarly, if fewer sessions are required, resources will be reduced to match.

2. Defined Unit Rates for Adjustments
To manage costs fairly, we provide a schedule of hourly rates for each discipline. Any fluctuation in service needs, whether an increase or reduction, will be adjusted based on these unit rates. This ensures the City pays only for the services actually performed while maintaining a predictable cost framework.

3. Transparent Change Authorization
Any adjustments to the scope of services will be documented through a written request and approved by the City before work proceeds. We will provide a clear breakdown of added or reduced hours, along with associated cost impacts, so that decisions can be made with full visibility.

4. Proactive Communication
We will monitor service needs closely during project execution. If fluctuations arise, our Project Manager will promptly notify the City, propose alternatives, and recommend the most cost-effective solution. This proactive coordination prevents budget surprises and schedule delays.

5. Commitment to Budget Stewardship
While we have planned our base scope to fully satisfy the RFP requirements, we understand that unforeseen needs may arise (e.g., additional analysis, extended stakeholder engagement, or revised design iterations). Our commitment is to work collaboratively with the City to identify efficiencies before increasing scope and cost, ensuring that all adjustments deliver tangible value.

Time Commitment & Delivery
RY+AO is fully committed to delivering this project on schedule and within budget. Dedicated personnel will ensure seamless coordination, with phased planning that minimizes disruption to operations while allowing continuous feedback.

Why Choose RY+AO Architects?
RY+AO delivers more than design, we create civic assets that safeguard public safety and identity. Our decades of mission-critical expertise and community design experience uniquely position us to help Banning realize a facility that is trusted, resilient, and adaptable for generations.

RY+AO

For this effort, RY+AO has teamed with PLAYCE Studio to craft a thoughtful, strategic community outreach program.

Together, the partnership will engage stakeholders, foster meaningful dialogue, and ensure community voices play an integral role in shaping the project's vision.



EXHIBI

Introduction

PLAYCE is our placemaking methodology that integrates traditional public engagement techniques with team building and organizational development principles utilizing the power of play to build trust within a group, create consensus around an idea, and develop a strategy to move that idea forward.

The PLAYCE approach to public engagement invites stakeholders to be collaborative problem solvers from the onset of the process by becoming active participants in the project process. Stakeholders become project champions; ideas move to consensus sooner and concepts are tried on for size early, ensuring greater future success.

We are very excited about the potential for our award-winning engagement and visioning methodology PLAYCE to assist the City of Banning and the neighborhood surrounding the Armory as it seeks to reimagine the Armory as a multi-benefit Community Resilience Center with campus amenities that can provide an evacuation/climate resilient shelter, be an Emergency Operations Center (EOC), and offer year-around programs to build climate and community resilience.

Purpose of Community Engagement

The purpose of inviting the Banning community to participate in the Banning Armory Community Resilience Center Project is to build awareness, trust, and a sense of shared ownership between the City and its residents, businesses, and stakeholders. Engagement will ensure that the design, programs, and operations of the Armory reflect the community's priorities—serving as both a climate-resilient shelter and a year-round hub for emergency preparedness, resilience-building, and connection. Public input will guide the vision, goals, and strategies for the project, ensuring that outcomes are both innovative and achievable, with clear and measurable benefits. A successful plan is one the community can see itself in—practical in its recommendations, ambitious in its possibilities, and inspiring in its call to action. The public engagement program should be:

Transparent – to ensure that the plan process is open and accessible

Equitable and inclusive – to provide every member of the community ample opportunity to participate by providing a variety of platforms for participation and ensure special effort is made to include traditionally marginalized groups in the process

Accessible and safe – to make it easy for people to participate, make them confident that their opinions are important and to provide settings in which they feel secure in sharing their thoughts and ideas

Relevant – to clearly document engagement outcomes in the plan and ensure they are reflected in the vision, goals and strategies and in the final plan

Following are elements of the Community Engagement Plan for the City of Banning Armory Community Resilience Centers Project:

Community Engagement Plan

A Community Engagement Plan (CEP) will be prepared for the project summarizing the techniques we will use to ensure that every resident, stakeholder and interested person has ample opportunity to provide input into the plans and detail the platforms through which public input will be solicited. The CEP will also include overlaps and integration with existing planning bodies and networks, including the Project Advisory Committee and Key Stakeholder Groups.

The CEP will include a proposed engagement schedule and include techniques for publicizing engagement meetings and events. These strategies include social media, news releases, community announcements, press coverage, and media interviews. We will assemble an email database, updated throughout the plan process, to publicize engagement events and updates through e-blasts. Postal mailings of postcards and flyers can also be considered.

A draft CEP will be distributed for review by the Project Advisory Committee prior to the kickoff meeting, revised and distributed again as needed. The CEP should be amended and updated during the plan process as conditions warrant, for example, if changes are needed because one or another engagement technique turns out to be more or less effective and we want to do more or less of it as a result.

All engagement activities will be photo-documented, and their results tabulated and documented for inclusion in the Final Engagement Report. Proposed participation elements can include a variety of the following opportunities, and are anticipated to occur at various time during the project schedule.

Pop Up Community Conversation - Meeting the Public In Public

We will "meet the public where they are" by setting up pop-up style engagement tables at existing community venues and events across Banning. These approachable, in-the-moment interactions allow us to connect with a wide range of residents, businesses, and visitors—engaging them in short but meaningful conversations about the Armory's transformation into a Community Resilience Center. These events will provide opportunities to share project goals, gather input on community needs for year-round programming, emergency preparedness, and climate resilience, and invite participants to imagine how the Armory can serve them in daily life and during emergencies.

Pop-up conversations build early awareness, signal transparency and inclusivity, and encourage continued involvement throughout the project. Community maps, visuals of the Armory and potential improvements, informational handouts, engagement schedules, and short surveys will help participants share their perspectives. Visioning activities will draw from PLAYCE's proven engagement tools—creating interactive, creative moments that make it easy for people to share ideas and see themselves as co-creators of the Center's future. Visioning experiences can include a variety of the PLAYCE activities some of which are noted in Community Meeting description below.

These relaxed and fun events are particularly effective because they provide an opportunity to share the project with stakeholders and to collaborate on tactics to overcome perceived and actual barriers to redevelopment, and to demonstrate how good design and public realm activation can improve quality of life for the community. These intimate interactions help us to build foundations of trust and relationships within the community.

Survey

A neighborhood survey will be distributed via Survey Monkey or similar online platform with paper copies available for those who cannot or do not want to participate online. This survey instrument will be developed with the support of the Project Advisory Committee. Localized issues will be highlighted, and demographic information will be sought to ensure that a diversity of community members have weighed in. The survey will be held open for enough time to allow all community members to respond. Using Survey Monkey's "skip logic" function, we can direct respondents to specific categories of questions.

Community Meeting 1 and Tour

Deeper discussions around needs and desires can take place through two sets of interactive Community meetings that will articulate priorities and translate them into goals and design strategies.

Each Community Meeting includes three elements: an educational element, during which progress on the plan is reviewed and input sought on the content of the evolving document; collaboration, group games and exercises that assist in team building in which participants work together to develop an understanding of their shared priorities and preferences for the future; and individual input with exercises and games that help participants to express their own visions for a preferred future.

As part of Community Meeting 1 participants will be invited to join in "blue sky" visioning, imagining no constraints – including time and money – to develop the future of the Armory Community Resilience Center. Techniques can include icebreakers and games designed to challenge and draw participants out on their priorities and small group conversations. Techniques could include discussions revolving around four key questions: "What is holding us back," "what could be possible for the space and the community," "what will it take for success" and "what partners or resources do we need?" Others include a "roles and contribution" discussion inviting each participant to define a role they see for themselves in the plan process or the contribution they see they would like to make. Individual or small group activities can include a magazine cover game in which participants develop an imaginary national magazine cover celebrating the project's success 10 or 20 years in the future –adapted for in-person and online use; and collaging a vision of the community's perfect future using magazines, scissors, construction paper and glue sticks in the in-person iteration, and electronic collaging using free digital tools.

Looking closely at a site helps us close gaps in knowledge and reach individuals and groups with specific insights and experiences that will enrich the project.

It is often difficult to see a place you experience every day with new eyes. An interactive site tour as part of the Community Meeting 1 can help us do that. Site tours lend themselves to better understanding of specific opportunities, such as EOC needs, community recreation needs, as well as staff and operation needs. This method is particularly effective because they take place as the group is looking at physical issues, barriers or opportunities and engaging in real-time dialog about opportunities to overcome barriers and improve the quality of life in the community. In our experience, we realize better outcomes, a more engaged public and better project understanding than if these meetings take place in conference rooms and meeting halls.

We will develop specific tour topics to be considered in the CEP, establish goals and objectives for the tour, and outline tour discussion topics. Each participant will receive a tour packet with a background summary, tour route, questions for discussion and vignettes, concepts and/or precedent images so the future can be visualized by participants.

An additional option that has seen tremendous success in other projects is an opportunity to "Try a Design" on for size. We can create this at two different scales and can deploy them at various times during the process. The first scale we call "Prop Play" and this can include bringing light weight and inexpensive props such as boxes, buckets, colorful tape, pool noodles and hula hoops to the various sites, and invite the community participants to move the items around to create life scale concept plans that can be explored, tested and adjusted in real time. This can also be done at a table top scale if weather or timing does not permit being on the site. This unique opportunity allows community participants to be directly connected with design, they are part of the decision-making process in a very accessible way and can see their contributions when concepts are developed into real life installations.

The larger scale "Trying it On" is akin to a tactical urbanism approach which brings near-final design ideas to life in temporary, low cost, creative ways which are coordinated with various program elements to mimic the real life intention of the design. Here we engage with the broader community, those impacted who may not have been a part of the planning process, but who will be at the affect of the design. Physical exploration and extended conversations allow the participant to share authentic feedback that still has time to influence the final outcomes.

Community Meeting II: Sharing of Outcomes, Precedents and How we got there

The second community meeting builds on the ideas, priorities, and visions developed during the first meeting and throughout prior engagement activities. This session focuses on sharing how community input directly shaped the project's emerging goals, design concepts, and program strategies for the Armory Community Resilience Center. The purpose is to affirm the community's role in the process, demonstrate transparency, and provide opportunities for further refinement before finalizing recommendations.

The meeting will begin with a clear presentation of outcomes, showing how needs, desires, and constraints have been synthesized into preliminary design strategies, operational recommendations, and year-round programming ideas. Visuals will include concept drawings, precedent imagery from other successful resilience centers, and data summaries that trace the path from initial "blue sky" ideas to tangible, achievable solutions. This educational component will help participants understand not only *what* is being proposed, but *why*—including how input from the first meeting, site tours, pop-up events, and advisory committee feedback informed the concepts.

Following this presentation, participants will rotate through interactive stations where they can engage with various aspects of the proposed plan:

- Design Station – View and comment on conceptual layouts, circulation patterns, and spatial uses.
- Programming Station – Explore proposed year-round activities and programs, and emergency preparedness functions, adding suggestions or highlighting top priorities.

- Precedent Station – Review examples of other resilience-focused community facilities and discuss which ideas might be adapted for Banning.
- "How We Got Here" Station – An illustrated timeline and engagement map showing the journey from initial conversations to current concepts, emphasizing where community voices made key contributions.

The collaboration segment will invite small-group discussions to identify what resonates most strongly, what could be improved, and what must be protected as the project moves toward implementation. Tools could include real-time polling, dot-voting on priorities, and "if this, then what?" scenario games to help the community weigh trade-offs.

For individual input, participants can complete comment cards, annotate drawings, or record short video/audio messages sharing their thoughts. Activities like "Headline the Future" (writing the newspaper headline they'd love to see in 10 years about the Armory's success) or "Postcard to the Future" (a personal message to future users of the facility) can add a creative and personal dimension to feedback.

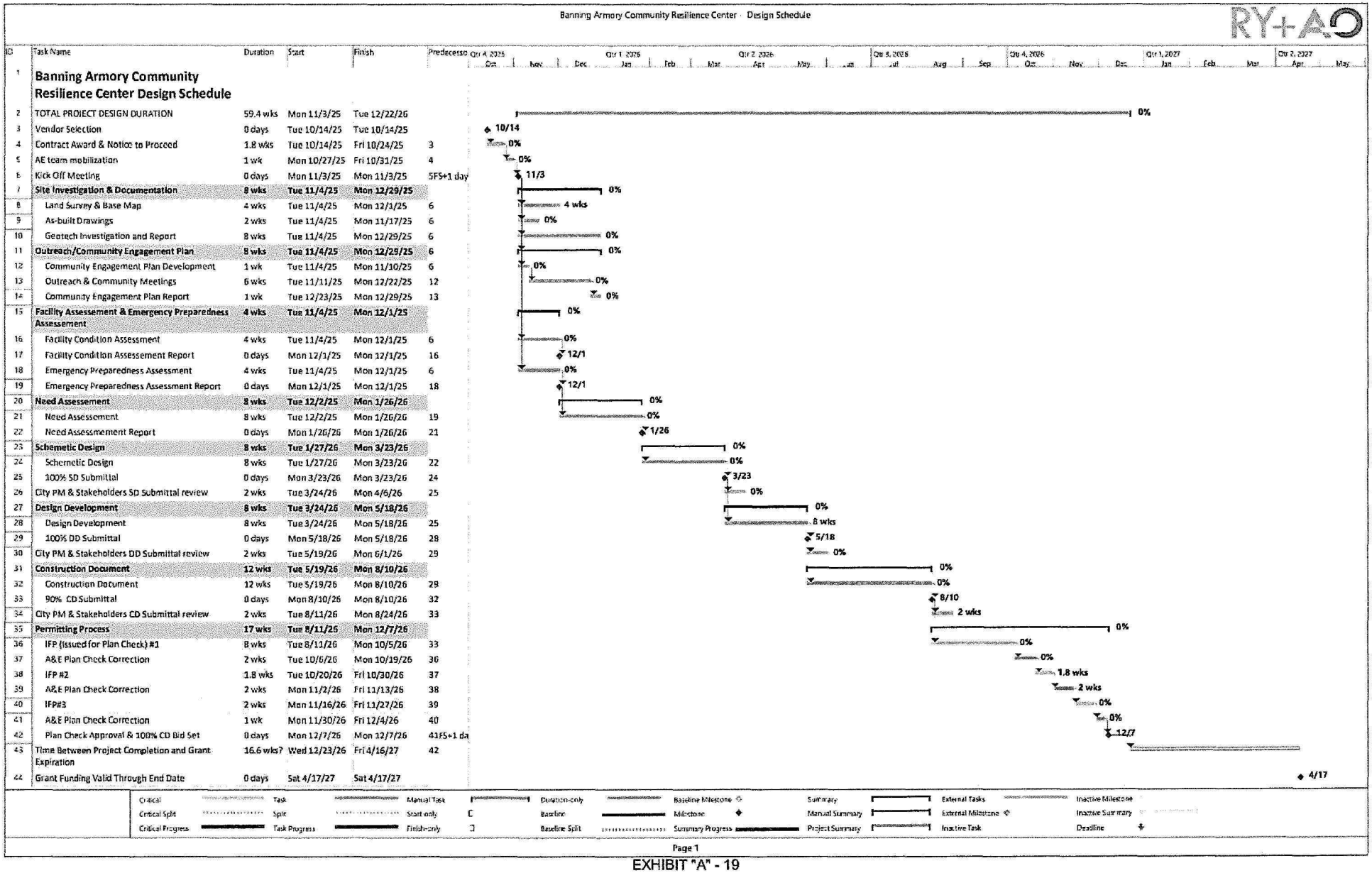
The session will close with a next steps and celebration moment—thanking participants for their contributions, explaining how final refinements will be made, and inviting them to remain involved through the final design and implementation stages. This approach ensures that the community leaves the meeting not only informed, but motivated, and confident that their voices are shaping the future of the Armory Community Resilience Center.

VALUE ADD

PLAYCE's engagement approach builds lasting community capacity, ensuring benefits extend well beyond the Banning Armory Community Resilience Centers Project. Our hands-on methods—visioning workshops, interactive site tours, and "Try It On" exercises—equip participants with skills in facilitation, consensus-building, and problem-solving they can apply to future challenges.

As an added benefit, we propose that an appropriate City employee—such as from Planning or Parks and Recreation—participate in our PLAYCE Engagement Academy during the project. This immersive training will provide the City with an in-house facilitator skilled in inclusive engagement and will foster a long-term relationship between that staff member and the community. This connection strengthens trust, allows for more meaningful collaboration in future projects, and keeps the City closely attuned to community needs for years to come.

By combining immediate project impact with the development of local champions—both in the community and within City staff—PLAYCE leaves a legacy of collaboration, preparedness, and self-determination that positions Banning for a resilient and thriving future.



ID	Task Name	Duration	Start	Finish	Predecessors
1	**Banning Armory Community Resilience Center Design Schedule**				
2	TOTAL PROJECT DESIGN DURATION	59.4 wks	Mon 11/3/25	Tue 12/22/26	
3	Vendor Selection	0 days	Tue 10/14/25	Tue 10/14/25	
4	Contract Award & Notice to Proceed	1.8 wks	Tue 10/14/25	Fri 10/24/25	3
5	AE team mobilization	1 wk	Mon 10/27/25	Fri 10/31/25	4
6	Kick Off Meeting	0 days	Mon 11/3/25	Mon 11/3/25	5FS+1 day
7	**Site Investigation & Documentation**	**8 wks**	**Tue 11/4/25**	**Mon 12/29/25**	
8	Land Survey & Base Map	4 wks	Tue 11/4/25	Mon 12/1/25	6
9	As-built Drawings	2 wks	Tue 11/4/25	Mon 11/17/25	6
10	Geotech Investigation and Report	8 wks	Tue 11/4/25	Mon 12/29/25	6
11	**Outreach/Community Engagement Plan**	**8 wks**	**Tue 11/4/25**	**Mon 12/29/25**	6
12	Community Engagement Plan Development	1 wk	Tue 11/4/25	Mon 11/10/25	6
13	Outreach & Community Meetings	6 wks	Tue 11/11/25	Mon 12/22/25	12
14	Community Engagement Plan Report	1 wk	Tue 12/23/25	Mon 12/29/25	13
15	**Facility Assessement & Emergency Preparedness Assessement**	**4 wks**	**Tue 11/4/25**	**Mon 12/1/25**	
16	Facility Condition Assessment	4 wks	Tue 11/4/25	Mon 12/1/25	6
17	Facility Condition Assessement Report	0 days	Mon 12/1/25	Mon 12/1/25	16
18	Emergency Preparedness Assessment	4 wks	Tue 11/4/25	Mon 12/1/25	6
19	Emergency Preparedness Assessment Report	0 days	Mon 12/1/25	Mon 12/1/25	18
20	**Need Assessement**	**8 wks**	**Tue 12/2/25**	**Mon 1/26/26**	
21	Need Assessement	8 wks	Tue 12/2/25	Mon 1/26/26	19
22	Need Assessmement Report	0 days	Mon 1/26/26	Mon 1/26/26	21
23	**Schemetic Design**	**8 wks**	**Tue 1/27/26**	**Mon 3/23/26**	
24	Schemetic Design	8 wks	Tue 1/27/26	Mon 3/23/26	22
25	100% SD Submittal	0 days	Mon 3/23/26	Mon 3/23/26	24
26	City PM & Stakeholders SD Submittal review	2 wks	Tue 3/24/26	Mon 4/6/26	25
27	**Design Development**	**8 wks**	**Tue 3/24/26**	**Mon 5/18/26**	
28	Design Development	8 wks	Tue 3/24/26	Mon 5/18/26	25
29	100% DD Submittal	0 days	Mon 5/18/26	Mon 5/18/26	28
30	City PM & Stakeholders DD Submittal review	2 wks	Tue 5/19/26	Mon 6/1/26	29
31	**Construction Document**	**12 wks**	**Tue 5/19/26**	**Mon 8/10/26**	
32	Construction Document	12 wks	Tue 5/19/26	Mon 8/10/26	29
33	90% CD Submittal	0 days	Mon 8/10/26	Mon 8/10/26	32
34	City PM & Stakeholders CD Submittal review	2 wks	Tue 8/11/26	Mon 8/24/26	33
35	**Permitting Process**	**17 wks**	**Tue 8/11/26**	**Mon 12/7/26**	
36	IFP (Issued for Plan Check) #1	8 wks	Tue 8/11/26	Mon 10/5/26	33
37	A&E Plan Check Correction	2 wks	Tue 10/6/26	Mon 10/19/26	36
38	IFP #2	1.8 wks	Tue 10/20/26	Fri 10/30/26	37
39	A&E Plan Check Correction	2 wks	Mon 11/2/26	Fri 11/13/26	38
40	IFP#3	2 wks	Mon 11/16/26	Fri 11/27/26	39
41	A&E Plan Check Correction	1 wk	Mon 11/30/26	Fri 12/4/26	40
42	Plan Check Approval & 100% CD Bid Set	0 days	Mon 12/7/26	Mon 12/7/26	41FS+1 da
43	Time Between Project Completion and Grant Expiration	16.6 wks?	Wed 12/23/26	Fri 4/16/27	42
44	Grant Funding Valid Through End Date	0 days	Sat 4/17/27	Sat 4/17/27	

EXHIBIT "A" - 19

BANNING
CALIFORNIA

Banning Armory Community Resilience Center Tasking Effort

Conceptual Schedule	City of Banning	Duration	RY+AO Architects	Holmes	AlfaTech
	Client		Architect	Structural Engineer	MEP Engineers
Month One					
Award- Contract Issuance	**Project Mobilization:** Contract Award - 1.) RY+AO Consultant Contract 2.) City schedule all Dept. Interviews with RY+AO	Mobilization 1-2 wks.			
Kick-off Mtg.	**Introductions, Strategic Overview Goals & Objectives:** Community Engagement Plan, FCA, Emergency Preparenss, Need assessment, City Business Unit, Dept Organizations, Stakeholders.	During Mobilization Period (Anticipate during Weeks 1- 2 schedule City Dept. Interviews)			
Outreach/ Community Engagement Plan	City to provide contact list of key community stakeholders, support project webpage setup, review engagement materials.	Week 1-8	Partner with **Playce Studio**, lead development of Community Engagement Plan, design engagement strategy, coordinate materials for City's project webpage, facilitate workshops/forums/meetings, document meeting and provide reports. Prepare Community Engagement Report		
Facilities Condition Assessment / Facilities Surveys/ Emergency Preparedness Assessment	**Initial Dept. Mtgs.:** Meet with Needs Assessment Mgmt.. Introduce detailed City Dept. Assessment Survey Strategy. Mtg. 1 General overall + Individual Dept. mtg. as req'd.	Week 3-4	a.) A&E team will survey exisitng building and funish as-built drawings if the City unable to obtain as-built drawings from the Nationl Guard. b.) RY+AO A&E team schedule tour of existing EOC, perform a general survey of the existing spaces and inventory of essential furniture and equipment for the EOC facility c.) Initial meeting with City of Banning Mgr./Operations Mgmt. Team to establish objectives and goal of the needs assessment. d.) Based on Initial meeting, schedule Dept. Interviews to validate current and future requirements. e.) discuss optional Business Resiliency , future operational forecasts, technological , shared work place, shared commom spaces with community center considerations.	Structural Stds. Business Resiliency Assessment. Determine what standards of assessment if any the City may consider to assure operational sustainability during a significant Seismic or catastrophic event: FEMA, ASCE, Non-Structural. Identify any Structural Business Resiliency Requirements	MEP, Assess Overall age of existing facilities. Establish MEP Operational Resiliency requirements. Review internal facility asset management Rpts. Assess if existing MEP Non-Structural Assets Assessment is required

BANNING
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Banning Armory Community Resilience Center Tasking Effort

Conceptual Schedule	City of Banning	Duration	RY+AO Architects	Holmes	AlfaTech
	Client		Architect	Structural Engineer	MEP Engineers
Month Two					
Faculties Assessment / Organization Programming- Benchmark Existing Conditions / Develop Future Growth & Space Recommendations	1. Conduct interviews and surveys with the City of Banning Parks & Recreation Department, Riverside County Emergency Management Department, and the Project Advisory Council to identify projected headcounts and space requirements for the EOC, climate-resilient shelter, emergency shelter, year-round programming, and campus amenities. 2. For the EOC, benchmark organizational needs in collaboration with department managers to develop a Facilities Space Occupancy Survey informed by asset inventories, structural assessments, and Risk Category IV standards. Hold departmental meetings as needed, with bi-monthly program management meetings included. City to provide Facility Condition Assessment data and asset information for existing building systems and equipment.	week 5-8	Our team will evaluate the existing conditions including the following: 1. Site – Assess the location, accessibility, zoning, adjacent properties, infrastructure, and environmental conditions. 2. Existing Conditions: a) Site and Structure – Review existing buildings, their history, past modifications, and critical infrastructure. b) Structural Assessment – Inspect structural integrity, identify visible deficiencies, and evaluate material longevity. c) MEP and HVAC Systems Evaluation – Assess system capacity, efficiency, reliability, and upgrade requirements. d) ADA Compliance Review – Evaluate accessibility per ADA Titles I, II, and III, and recommend necessary modifications. e) Space Utilization Analysis – Inventory functional spaces, dimensions, usage rates, and alignment with operational needs. f) Functional Analysis – Assess the facility's suitability for EOC operations, workflow efficiency, and spatial adequacy. g) Site Advantages and Disadvantages – Identify strengths, weaknesses, security concerns, infrastructure proximity, and resilience factors. h) Environmental and Risk Assessment – Identify environmental hazards, site vulnerabilities, and potential risks.	Structural Physical survey pre-existing City of Banning EOC Facility. If Optional FEMA P-58 Stds. are integrated, present findings & deficiencies.	Physical survey all pre-existing City of Banning Faculties utilize MEP. Identify Non-Structural and Operational Resiliency Gap Analysis.

BANNING
CALIFORNIA

Banning Armory Community Resilience Center Tasking Effort

Conceptual Schedule	City of Banning	Duration	RY+AO Architects	Holmes	AlfaTech
	Client		Architect	Structural Engineer	MEP Engineers
Month Two					
Programming	Bi-Monthly Proj. Mgmt. Mtg. / Dept. mtgs. / Advisory Committee mtgs. as req'd.		Facilitate programmatic collaboration with user groups to document current and future uses, and assess projected space needs over three- and five-year periods. Evaluate how each functional component (EOC, shelters, year round programming, amenities) can optimize operations, including benchmarking of existing activities. Analyze physical proximity needs and identify opportunities for beneficial co-location with related functions. Develop benchmark spatial assessments, growth models, and optimized adjacencies to guide planning.	Develop Structural recommendations. Present all City of Banning Structural assessments	Develop MEP Assessment recommendations. Present all City of Banning MEP assessments.
			1. Meet with key user groups (EOC staff, shelter managers, program coordinators, Park & Rec operations) to identify issues, priorities, objectives, and operational requirements. 2. Develop planning scenarios to optimize space allocation, shared-use opportunities, and adjacencies among functional components. 3. Establish programming logic in coordination with the City Manager and EOC leadership to guide facility planning. 4. Engage City support services (IT, environmental, security, safety) to define infrastructure and operational requirements tied to the Needs Assessment. 5. Conduct two cross-functional workshops with all user groups and support services to identify shared goals, unmet needs, and operational overlaps. 6. Assess space requirements for each functional component by comparing existing facilities and assets against 3–5 year projections, with discussion of a 10-year growth model.		
Month Three					
Analyze Programmatic Data / Convert to Floor Plans / Bldg. Plans / Master Plan	Bi-Monthly Proj. Mgmt. Mtg. / Dept. mtgs. / Advisory Committee mtgs. as req'd. CRC & EOC Program and Concpetual Design Review Mtgs. with City Prog. Mgr. and individual Dept. upon completion.		Develop conceptual Design. Translate Program to Space Plans. Develop preliminary Space Plans. Collaborate with A&E Team to assess consultant finding. Review findings with City Program Mgr. and ea. City Dept. head.	Integrate structural findings with RY+AO	Integrate MEP findings with RY+AO
Feasibility Studies			Define spatial requirements for each functional component of the facility, including the EOC, climate-resilient shelter, emergency shelter, year-round programming, and campus amenities. Prepare block plans showing adjacencies, growth capacity, and shared-use opportunities among user groups. Translate programming findings into conceptual layouts, and develop three plan options integrating existing and proposed spaces to support all resilience functions.	Structural recommendations integrated with RY+AO	MEP recommendations integrated with RY+AO

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Banning Armory Community Resilience Center Tasking Effort

Conceptual Schedule	City of Banning	Duration	RY+AO Architects	Holmes	AlfaTech
	Client		Architect	Structural Engineer	MEP Engineers
Month Fourth					
Findings			**A summary of the Deliverables is outlined below:**	***Deliverables:***	***Deliverables:***
City Deliverables	Prog Mgr. Mtgs. / Advisory Committee mtgs. as required. Individual Dept. mtgs. to review Final Dept. - Review w/City Prog. Mgr. approval sign off. / City Council Presentation		**Existing Conditions Report** 1).Overview and visual assessment of the site and structure. 2). Evaluation of MEP, HVAC, and ADA compliance. 3). Space utilization analysis and functional assessment. 4). Site advantages, disadvantages, and environmental constraints. 5). Recommendations on city needs, technology impacts, and EOC functionality. 6). Site visits and stakeholder interviews for data gathering. **Needs Assessment Report** 1). Detailed site description and existing conditions summary. 2). Structural, MEP, HVAC, and ADA compliance assessments. 3). Functional analysis and space utilization breakdown. 4). Environmental and physical constraints. 5). Summary of Needs Assessment findings. 6). At least three options: retrofitting, expansion, or new construction. 7). Conceptual site plans, space allocation, and cost estimates. 8). Strengths, weaknesses, and comparative analysis of alternatives. 9). Final recommendation. **Emergency Preparedness Assessment Report** 1). Coordination with County Emergency Mgmt & Advisory Committee 2). Evaluation of facility readiness for EOC and shelter use 3). Identify deficiencies that may be mitigated through this project	Structural recommendations integrated with RY+AO	MEP recommendations integrated with RY+AO
Final Draft Workshop / City Council Presentation if required			A presentation of the findings and recommendations to the Banning City Mgr./Ops Mgr. / City Council meeting if required.		
Month Fifth					
Project Scope, Design and Esimates	Bi-Monthly Proj. Mgmt. Mtg. / Dept. mtgs. / Advisory Committee mtgs.		RY+AO leads the AE team to start design phase based on the Need Assessment Report, The design phase is anticipated to take approximately 6–7 months.		

III. In addition to the requirements of Parts I and II of this Scope of Services, during the performance of the Services, Consultant will keep City appraised through periodic status reports regarding the performance of the Services under this Agreement as set forth below and in Section 5.2, by the following means:

a. In-person meetings and/or teleconferences.

b. Email updates/questions to applicant team and City while reviews are underway.

c. Conference calls.

IV. All work product is subject to review and acceptance by City. If the City determines that any work product is unacceptable, for any reason, it must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT "B"
SPECIAL REQUIREMENTS

TERMS FOR COMPLIANCE WITH CALIFORNIA LABOR LAW REQUIREMENTS

1. This Agreement calls for services that, in whole or in part, constitute "public works" as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code ("Chapter 1"). Further, Consultant acknowledges that this Agreement is subject to (a) Chapter 1 and (b) the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. Therefore, as to those Services that are "public works," Consultant shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 above.

3. Consultant shall be registered with the Department of Industrial Relations in accordance with California Labor Code Section 1725.5, and has provided proof of registration to City prior to the Effective Date of this Agreement. Consultant shall not perform work with any subcontractor that is not registered with DIR pursuant to Section 1725.5. Consultant and subcontractors shall maintain their registration with the DIR in effect throughout the duration of this Agreement. If the Consultant or any subcontractor ceases to be registered with DIR at any time during the duration of the project, Consultant shall immediately notify City.

4. Pursuant to Labor Code Section 1771.4, Consultant's Services are subject to compliance monitoring and enforcement by DIR. Consultant shall post job site notices, as prescribed by DIR regulations.

5. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Agreement are on file at City Hall and will be made available to any interested party on request. Consultant acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Consultant shall post such rates at each job site covered by this Agreement.

6. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Consultant shall, as a penalty to City, forfeit $200.00 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Consultant or by any subcontractor.

7. Consultant shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Consultant and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform City of the location of the records.

8. Consultant shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Consultant shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Consultant shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Consultant and each of its subcontractors shall submit to City a verified statement of the journeyman and apprentice hours performed under this Agreement.

9. The Consultant shall not perform Work with any Subcontractor that has been debarred or suspended pursuant to California Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. The Consultant and Subcontractors shall not be debarred or suspended throughout the duration of this Agreement pursuant to Labor Code Section 1777.1 or any other federal or state law providing for the debarment of contractors from public works. If the Consultant or any subcontractor becomes debarred or suspended during the duration of the project, the Consultant shall immediately notify City.

10. Consultant acknowledges that eight hours labor constitutes a legal day's work. Consultant shall comply with and be bound by Labor Code Section 1810. Consultant shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Consultant shall, as a penalty to City, forfeit $25.00 for each worker employed in the performance of this Agreement by the Consultant or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Consultant in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

11. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Consultant hereby certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."
>
> **Date**_____ **Signature**_____

12. For every subcontractor who will perform work on the project, Consultant shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Consultant shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Consultant shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including, without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any failure.

EXHIBIT "C"
SCHEDULE OF COMPENSATION

I. **Consultant shall perform the following tasks ("Tasks") at the following rates as attached as Exhibit C-1:**

II. **Within the budgeted amounts for each Task, and with the approval of the Contract Officer, funds may be shifted from one Task sub-budget to another so long as the Contract Sum is not exceeded per Section 2.1, unless Additional Services are approved per Section 1.8.**

III. **City will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:**

A. Line items for all personnel describing the Services performed, the number of hours worked, and the hourly rate.

B. Line items for all materials and equipment properly charged to the Services.

C. Line items for all other approved reimbursable expenses claimed, with supporting documentation.

D. Line items for all approved sub-contractor labor, supplies, equipment, materials, and travel properly charged to the Services.

EXHIBIT "C-1"
CONSULTANT'S BILLING RATE AND TASK SCHEDULE

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services timely, and deliver the specified tangible work products to City in accordance with the schedule attached as Exhibit D-1.**

II. **The Contract Officer may approve extensions for performance of the Services in accordance with Sections 1.8 and 3.3.**

EXHIBIT "D-1"
PROPOSED PROJECT SCHEDULE

See Exhibit "A"

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AMENDMENT NO. 5 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 5 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 5") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 8/21/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. On May 27, 2025, City and Consultant amended the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-Six Cents. ($1,305,106.66) as approved by City Council Resolution No. 2025-070.

I. City and Consultant now desire to amend the Agreement to modify the Scope of Services and increase the Contract Sum to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Nine Thousand Six Hundred Dollars ($59,600.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Sixty-Four Thousand Seven Hundred Six Dollars and Sixty-Six Cents. ($1,364,706.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 5, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, 4, and 5, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 5, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 5. In the event of a conflict between the provisions of this Amendment No. 5 and the provisions of the Agreement or Amendments No. 1 through 5, the provisions of this Amendment No. 5 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 5.

2.3 Authority. The persons executing this Amendment No. 5 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 5 on behalf of said party,

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(iii) by so executing this Amendment No. 5, such party is formally bound to the provisions of this Amendment No. 5, and (iv) entering into this Amendment No. 5 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 5 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 5 the date stated in the introductory clause.

CITY OF BANNING

Arturo Vela

Arturo Vela,
Acting City Manager

City Council Approval: 2025-116

ATTEST:

Sandra Calderon

Sandra Calderon,
Acting Administrative City Clerk

ALBERT A. WEBB ASSOCIATES, INC

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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

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August 8, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 6 - Additional Environmental and Engineering Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to our discussion on July 3, 2025 and August 5, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. The previous contract amendment authorized WEBB to conduct surveys for the Crotch's bumble bee (*Bombus crotchii*, CBB*)* within the Project limits. CBB is a candidate for listing under the California Endangered Species Act and therefore treated as a listed species by the California Department of Fish and Wildlife (CDFW). The surveys were needed to comply with the Project's CEQA mitigation measures and the forthcoming Streambed Alteration Agreement from CDFW. WEBB partnered with Osprey Environmental Associates who maintains the required credentials to survey for CBB.

The bee was found within the Project limits on June 27, 2025. Therefore, this contract amendment reflects the anticipation that the City will need an Incidental Take Permit (ITP) for CBB from CDFW and that the offsite mitigation proposed for mitigating the Project's jurisdictional impacts may also be required to include mitigation for CBB.

In addition, the City has been coordinating with Kinder Morgan on the relocation of their fuel lines within the Sun Lake Boulevard project limits. Last week, Kinder Morgan requested that the slope be moved 50 feet to the north along the eastern project boundary. This proposed change will require revisions to the street improvement plans, including the relocation of the storm drain outlet. In addition, preparation of the slope & drainage and the temporary construction easement documents. The City is requesting a contract amendment to revise the street & storm drain improvement plans and easement document to accommodate Kinder Morgan's request.

Finally, the City is preparing for pre-construction and construction surveys and has requested WEBB to provide archaeological and paleontological support for CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work

Task 1: Incidental Take Permit (ITP) Application

Osprey will prepare a complete ITP application that addresses potential impacts to CBB. The ITP application will include the following components:

1. Project Description

A detailed description of the proposed project, including scope, purpose, construction activities, and schedule, emphasizing elements relevant to biological resources and potential impacts to CBB.

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2. Project Location

A clear and accurate description of the project location, including jurisdiction, parcel boundaries, and regional context. GIS-based mapping will support this section, showing the spatial relationship of project elements to known CBB habitat.

3. Take Analysis

Assess the likelihood, nature, and extent of incidental take resulting from proposed project activities. This will include direct (e.g., crushing during grading) and indirect (e.g., habitat degradation) take mechanisms and their anticipated frequency and scale.

4. Impact Analysis

Evaluate the biological significance of the anticipated take, with an emphasis on how project-related impacts may affect local CBB populations. This will include discussion of habitat quality, floral resource availability, and the role of the site in the species' life cycle.

5. Jeopardy Analysis

Assess whether issuance of the ITP would jeopardize the continued existence of CBB. This analysis will include:

- A review of known population trends and range contractions
- Evaluation of existing threats to CBB (e.g., pesticides, habitat loss)
- Consideration of cumulative impacts from related or nearby projects (*if data is available)
- An assessment of how project mitigation and minimization measures offset potential risk to the species' long-term survival and reproductive success

6. Minimization and Mitigation Measures

Propose feasible and enforceable measures to avoid, minimize, and fully mitigate impacts. These may include:

- Seasonal work windows
- Designated biologist oversight
- Daily biological sweeps
- No-disturbance buffers around observed individuals or nests
- Restoration or enhancement of temporarily disturbed habitat
- Permanent preservation of habitat at a 1:1 or greater ratio

7. Monitoring and Reporting Plan

Develop a monitoring plan to document implementation and effectiveness of all minimization and mitigation measures. This may include photo documentation, habitat success criteria, and adaptive management triggers.

8. Funding and Implementation

Describe the funding sources and financial assurances that are available to fully implement the ITP requirements, including habitat restoration, long-term management, and any required endowment contributions.

Osprey will be available to coordinate directly with CDFW staff throughout the application process to facilitate review and respond to any requests for additional information. We will prepare and submit the

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ITP package in a format consistent with CDFW's current guidelines and expectations. This scope assumes up to two meetings will be required to discuss the findings and ITP application.

Task 2: CBB Habitat Assessment of Offsite Mitigation Site (APNs 532-180-049 and -017)

The City owns two parcels that have been identified in the Project's regulatory permit applications to serve as offsite mitigation for jurisdictional impacts. The riparian/riverine portions of these parcels have already been surveyed by Osprey for suitability as mitigation for jurisdictional impacts; however, the survey did not assess whether it also contained suitable habitat for mitigation for CBB. Therefore, Osprey will conduct a biological assessment of the parcels to evaluate their suitability to support CBB habitat. This task will include both a comprehensive desktop review and a reconnaissance-level field assessment.

The desktop review will include a thorough analysis of relevant environmental databases and datasets, including but not limited to the California Natural Diversity Database (CNDDB) and applicable citizen science databases such as iNaturalist and the Xerces Society's California Bumble Bee Atlas. This review will assess the historical and recent documentation of CBB in the vicinity of the proposed mitigation parcels.

Following the literature review, Osprey biologists will conduct a field-based reconnaissance survey by foot to assess site conditions and determine habitat suitability for CBB. The survey will evaluate the presence and quality of key habitat features such as floral diversity and abundance, availability of nesting substrates (e.g., rodent burrows, thatch layers), and potential overwintering habitat. All blooming species observed will be recorded and mapped using GPS and/or GIS, and vegetation communities will be broadly classified to inform mitigation potential.

Upon completion of these efforts, Osprey will prepare a summary letter report detailing the findings of both the desktop and field assessments. The report will include a habitat suitability evaluation, mapped habitat features, and a discussion of the site's potential to serve as suitable mitigation for CBB under the California Endangered Species Act. This information will serve as baseline data to inform future coordination with the California Department of Fish and Wildlife and support Incidental Take Permit planning and review processes.

Task 3: Task 3. UAV (Drone) Survey(s) (Optional)

As an optional task, Osprey can perform a drone-based aerial survey of the two mitigation parcels identified in Task 2 to generate a high-resolution orthomosaic basemap. This product will provide a current, spatially accurate representation of site conditions, aiding in the visualization of habitat features and supporting documentation for mitigation planning.

The UAV survey will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC), accompanied by a qualified visual observer, in full compliance with FAA Part 107 regulations. Collected imagery will be processed into georeferenced orthomosaics suitable for GIS integration. The resulting basemap will enhance coordination with regulatory agencies, support comparative analyses over time, and provide a detailed visual record for future project documentation.

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Drone survey data can be integrated into all deliverables prepared under Task 1 and Task 2 and will serve as a valuable resource for informing future monitoring, restoration planning, or adaptive management efforts on the mitigation parcels.

Task 4: WEBB Meetings and Coordination

WEBB has included 28 hours for meetings and coordination associated with Tasks 1-3 and Task 6. This includes reviewing documents, attending meetings, and coordinating with the City, and Morongo Band of Missions Indians for the tribal monitoring services agreement.

Task 5: Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents

As part of the contract amendment, we will revise the street and storm drain improvement plans for the Sun Lake Boulevard project to incorporate design changes requested by Kinder Morgan. They have asked for the top of the slope to be moved 50 feet to the north along the eastern project boundary to accommodate the relocation of their existing fuel lines. In response, we will coordinate with the City to confirm the revised alignment and any right-of-way impacts. We will update the street improvement plans to reflect the new slope location and associated grading modifications. Additionally, we will revise the storm drain system design, including the relocation of the existing storm drain outlet and any affected infrastructure. We will prepare the slope & drainage and temporary construction easement (TCE) legal and plats. Our scope includes updating the relevant plan sheets, profiles, and details; providing revised quantities and construction cost estimates; and submitting the updated plans and easement documents for City review. We will also incorporate one round of review comments as part of this task.

Task 6: Archaeological and Paleontological Mitigation Measures

WEBB will partner with CRM Tech to provide the City with the qualified archaeologists and paleontologists in order to fulfill CEQA mitigation measures MM CR-1 (Monitoring and Inadvertent Discovery), MM GEO-1 (Paleontological Worker Environmental Awareness Program), and MM GEO-2 (Paleontological Resource Impact Mitigation Program).

Scope of Work: Preparation of the Paleontological Resource Impact Mitigation Program Document

CEQA mitigation measure **MM GEO-2** states that prior to the commencement of ground-disturbing activities, the Project Paleontologist (retained under **MM GEO-1**) shall prepare and implement a Paleontological Resource Impact Mitigation Program (PRIMP) for the Project. The PRIMP will describe the monitoring required during excavations that extend into locations of areas deemed to have a high paleontological resource potential, which include older Holocene-age and Pleistocene-age alluvial deposits. To meet the requirement to develop this document for this project, CRM TECH will review pertinent geological and paleontological documents available for the project area and vicinity and review the geotechnical study completed for the project as well as the site plan and grading plans. This information will be synthesized into a site-specific Program document that will outline the procedures for paleontological monitoring and for the proper treatment of all paleontological resources that may be encountered while monitoring the earth-disturbing activities associated with the project, as per the conditions for this project.

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Scope of Work: Preparing and Presenting the Paleontological Worker's Environmental Awareness Program

CEQA mitigation measure **MM GEO-1** states that in order to educate the construction contractor and each of the construction crews about the types of paleontological resources that may be encountered along the Sun Lakes Boulevard Extension Project, prior to the start of the construction, the City of Banning shall retain a professional paleontologist (the "Project Paleontologist") to prepare a Paleontological Worker Environmental Awareness Program (WEAP). The Paleontological WEAP shall be taped and presented to any construction crew members not present at the preconstruction meeting during which it was initially presented prior to such crew members working on the Sun Lakes Boulevard Extension Project. To prepare for and present the training program, CRM TECH will review the available paleontological information for the study area and vicinity; collect information about the types fossils that might be present in the project area; gather examples of fossils (or photographs of fossils), maps, contact information, and other data for use during the training session; review and compile information regarding the monitoring activities including safety measures and the procedures to be followed during ground disturbance in sensitive areas and protocols that apply in the event that resources are discovered. This information will be assembled so that it can be presented in an easily understood, comprehensive Worker Environmental Awareness Program regarding paleontological resources.

Budget

Our proposed budget for the services listed herein will be billed on a not-to-exceed time and materials (T&M) basis according to our existing contract for a total not to exceed of **$59,600.**

	Environmental & Engineering Services	Fee
Task 1.	(Osprey) Preparation of CDFW ITP Application for the Crotch's Bumble Bee	$ 15,530
Task 2.	(Osprey) Biological Assessment for Potential Crotch's Bumblebee Mitigation Site(s) APNs: 532-180-049 & 532-180-017	$ 5,750
Task 3.	(Osprey) UAV (Drone) Survey (Optional)	$ 1,960
Task 4.	(WEBB) meetings and coordination, and tribal monitoring services agreement with Morongo Band of Mission Indians	$ 5,690
Task 5.	(WEBB) Revise Street & Storm Drain Improvement Plans and Prepare Easement Documents	$ 25,540
Task 6.	(CRM Tech) Prepare PRIMP; Prepare and Present Paleontological WEAP	$ 5,130
	TOTAL	**$ 59,600**

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The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 4	$496,079
Change Order No. 5	$57,080
Current Authorization	$1,305,106.66
Proposed Change Order	**$59,600**
Proposed Authorization	**$1,364,706.66**

If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

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AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 4") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: May 27, 2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty-Five Dollars and Sixty-Six Cents ($603,725.66). The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. On January 6, 2025, City and Consultant amended the Agreement to extend the Term of the Agreement to June 30, 2026.

H. City and Consultant now desire to amend the Agreement to modify the Scope of Services,and increase the Contract Sum to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Scope of Services as set forth in Section 1.1 of and Exhibit A to the Agreement is hereby amended to include the Services set forth in Attachment "1", attached hereto and incorporated herein.

1.2 The maximum compensation for the Services performed pursuant to this Amendment No. 4 shall not exceed Fifty-Seven Thousand Eighty Dollars ($57,080.00) thereby increasing the Contract Sum, as set forth in Section 2.1 of the Agreement, to One Million Three Hundred Five Thousand One Hundred Six Dollars and Sixty-six Cents. ($1,305,106.66).

Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 43, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, 3, and 4, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 4, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 4. In the event of a conflict between the provisions of this Amendment No. 4 and the provisions of the Agreement or Amendments No. 1 through 4, the provisions of this Amendment No. 4 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 4.

2.3 Authority. The persons executing this Amendment No. 4 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 4 on behalf of said party, (iii) by so executing this Amendment No. 4, such party is formally bound to the provisions of this Amendment No. 4, and (iv) entering into this Amendment No.

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4 does not violate any provision of any other agreement to which said party is bound.

1.3 Counterparts. This Amendment No. 4 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 4 the date stated in the introductory clause.

CITY OF BANNING

Robert Fisher

Robert Fisher,
Acting City Manager

City Council Approval: RESO 2025-068

ATTEST:

Caroline Patton
Administrative City Clerk

APPROVED AS TO FORM
Solvak, Baron, Empey, Murphy & Pinkney LLP

John Pinkney

John O. Pinkley
City Attorney

ALBERT A. WEBB ASSOCIATES, INC.

Stephanie Standerfer

NAME: Stephanie Standerfer
TITLE: Vice President

NAME:
TITLE:

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

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ATTACHMENT "1"

Docusign Envelope ID: 01A08EE0-B9E7-4A85-B399-92075202D3D3

ALBERT A. WEBB ASSOCIATES

2020-0126

February 28, 2025
Revised April 23, 2025

Patrick Safari, CIP Manager
City of Banning
99 E. Ramsey Street
Banning, CA 92220

Sent via email: psafari@banningca.gov

RE: Proposal for Contract Amendment No. 4 - Additional Environmental Services for Sun Lakes Boulevard Extension Project (PSA C00660)

Dear Patrick,

Pursuant to your request on February 6, 2025, and subsequent discussion on April 2, 2025, Albert A. WEBB Associates (WEBB) is pleased to provide you with this proposal for additional services for the Sun Lakes Boulevard Extension Project. WEBB is currently under contract with the City to obtain regulatory permits for the project from the California Department of Fish and Wildlife (CDFW) and the Regional Water Quality Control Board (RWQCB).

Said permits have requirements that the City will need to fulfill prior to construction of the project which are outlined below in Task 1. Biological reporting and monitoring that is required during construction are not included herein, but as we have discussed with you, we understand the City will include the permitting-related tasks during construction to be included in the City's forthcoming construction management contract.

Also included in this request is the City's obligation for compensatory mitigation related to impacts to jurisdictional waters which are required to be fulfilled within 18 months of impacts. Task 2 includes WEBB's assistance with the compensatory mitigation obligations.

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Scope of Work

Task 1: Biological Services During Construction

The Tasks below are related to the surveying and reporting requirements of the CDFW permit, RWQCB permit, as well as CEQA mitigation measures MM BIO-1 through MM BIO-4.[1] WEBB will subcontract with Osprey Environmental Associates (Osprey) to fulfill these requirements.

Preconstruction Nesting Bird Survey and Report (corresponds to CDFW Measures 2.11.1 and 4.4; CEQA MM BIO-1)

Osprey will conduct preconstruction nesting bird surveys if vegetation clearance occurs outside the recommended window (September 1 – February 1). Surveys will be performed within three (3) days prior to construction initiation to identify active nests within 100 feet of the project site. A survey report by a qualified biologist verifying nest status will be submitted to the City of Banning prior to construction. If active nests are identified, species-specific measures will be implemented to prevent nest abandonment.

Burrowing Owl Pre-Construction Inspection Survey and Report (corresponds to CDFW Measure 2.12.4 and CEQA MM BIO-2)

A single preconstruction burrowing owl survey will be conducted within 3 days of vegetation removal or ground disturbance. The survey will comply with the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) and 2006 "Burrowing Owl Survey Instructions" and will cover entire the project site and within 150-meters. If burrowing owls are detected during the breeding season (February 1–August 31), a 300-foot buffer will be enforced around active burrows until nesting is complete. Following the survey, a burrowing owl pre-construction survey report will be prepared and submitted to WEBB in PDF format. The survey report will document the methods, results, and conclusion of the survey.

Crotch's Bumble Bee (corresponds to CEQA MM BIO-3)

- **Crotch's Bumble Bee Habitat Mapping and Report (corresponds to CDFW Measure 2.14)**

Osprey will conduct habitat mapping for the Crotch's bumblebee within the project footprint. Mapping will identify habitat alliances following Sawyer et al. (2009). Following field mapping and no less than 120 days prior to the initiation of activities Osprey will complete and submit to CDFW a baseline habitat mapping report. The report will identify species composition for each mapped alliance and will be submitted to CDFW.

- **Crotch's Bumble Bee Draft Survey Plan (corresponds to CDFW Measure 2.15.2)**

A qualified Osprey biologist will prepare and submit to CDFW for review and comment a draft survey plan for Crotch's bumble bee. The survey plan will identify the timing, number, and duration of survey efforts, and procedures to follow should Crotch's bumble bee be detected within the project area.

[1] There are a total of five mitigation measures for biological resources. MM BIO-5 is "Mitigation for Riparian/Riverine and Jurisdictional Impacts." WEBB's assistance with this is in Task 2, herein.

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The survey plan will be submitted no less than 90 days prior to initiation of project activities in suitable habitat.

- **Crotch's Bumble Bee Survey(s) and Report (corresponds to CDFW Measure 2.15.3)**

If habitat mapping identifies the presence of plants (e.g., genera *Antirrhinum, Phacelia, Clarkia, Cordylanthus, Dendromecon, Eschscholzia, Eriogonum, Hypericum, Lantana, Lupinus, Salvia, Asclepias, Cirsium, Monardella, Keckiella, Acmispon, Euthamia, Ehrendorferia, Vicia, and/or Trichostema*) or other suitable habitat (i.e. nesting, foraging, and overwintering habitat), Osprey will conduct focused surveys for the Crotch's bumblebee (CBB) following the approval and submittal of survey plan. Osprey will first conduct a literature review and records search for CBB occurrences within a 10-mile radius, utilizing the CDFW California Natural Diversity Database and iNaturalist. Following the literature review, Osprey will conduct on-site CBB surveys following the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species (CDFW 2023). These surveys will take place during the Colony Active Period (April-August) and when floral resources are available, ideally at peak bloom. A minimum of three surveys will be conducted, spaced 2-4 weeks apart between April and August. Surveys will be performed during daylight, beginning at least one hour after sunrise and ending at least two hours before sunset, ideally between 9:00 AM and 1:00 PM, with temperatures between 65°F and 90°F and wind speeds under 8 miles per hour. Each survey will cover at least one person-hour of search effort per three acres of suitable habitat.

Following the completion of the surveys, a report will be prepared summarizing the survey methods, findings, and conclusions. The report will also include a list of bee species observed and any accompanying photographs. Survey results will be submitted to CDFW before ground-disturbing activities begin. If an active CBB nest is detected, a no-disturbance buffer zone will be established, and CDFW will be notified.

Biological Worker's Environmental Awareness Program (WEAP) and Invasive Species Education Program (corresponds to CDFW Measures 2.8 and 2.8.1; CEQA MM BIO-4)

Osprey will develop and conduct a mandatory Biological Worker's Environmental Awareness Program (WEAP) training for all construction personnel. This training will cover key topics, including CBB, burrowing owls, rare plant species, and riparian/riverine features. WEAP training will be coordinated with the paleontological WEAP. A recorded training will be prepared and available.

Further, included in the WEAP will be an additional discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the Project site. The discussion will include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The invasive species education program will also include a discussion of Best Management Practices (BMPs) to be implemented at the Project site to avoid the introduction and spread of invasive species into and out of the Project site.

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WEBB Management of Biological Services

WEBB has budgeted 40 hours to manage and coordinate with Osprey related to Task 1 including reviewing documents, and meeting with the City.

UAV (Drone) Survey(s) (Optional)

Osprey can provide a drone survey of the project area to generate a high-resolution orthomosaic basemap, offering a temporally and spatially accurate depiction of the project site as is currently prior to construction and post-construction. This updated imagery can serve as a key reference for stakeholders, ensuring precise visualization of project lands, roads, and planned or constructed infrastructure. The orthomosaic will enhance project planning, coordination, and decision-making by delivering highly accurate spatial and visual data. The flight will be conducted by an Osprey FAA-licensed Remote Pilot in Command (RPIC) and a visual observer, ensuring full compliance with FAA regulations. The drone data collection and subsequent GIS analysis will be used to support all of Osprey's reporting deliverables included herein. Deliverables will include a high-resolution orthomosaic base map, digital terrain model depicting project ground elevations, and a digital surface model depicting project surface elevations.

Although a temporally and spatially accurate orthomosaic basemap is informative and helpful, this optional service is not required in order to complete any of the aforementioned tasks.

Task 1 Assumptions

- None of the species identified above will be found on site.
- This scope includes one (1) in-person WEAP training. Any additional training sessions will require a separate scope and fee.
- Materials required for delineating Environmentally Sensitive Areas (ESAs) or establishing nesting buffers are not included in this proposal. The cost of these materials will be billed directly to the client if not provided by the City.
- The preparation of a Burrowing Owl Mitigation Plan is not included. If required, Osprey will provide a separate scope and fee for this task.
- This proposal does not cover small mammal trapping or the preparation of a small mammal trapping survey report. If required, Osprey will provide an additional scope and fee for these efforts.
- Assistance with securing an Incidental Take Permit (ITP) from CDFW is not included. If required, Osprey can provide a separate scope and fee for this task.

Task 2: WEBB Assistance with Offsite Compensatory Mitigation Fulfillment (corresponds to CDFW Measure 3.3; CEQA MM BIO-5)

WEBB has included 50 hours to help the City to set up its compensatory mitigation obligation utilizing an offsite mitigation site owned by the City located southeast of the City's wastewater treatment plant. We anticipate actions under this task will be to advise and support the City related to: finding a third party to hold a conservation easement/deed restriction(s) on the City's property (City to retain

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fee title), negotiate and find the City a third party land manager and assist City with said agreement, and finding an entity to provide a non-wasting endowment. We understand the City will take lead on each of these tasks; therefore this budget is for things like attending meetings to provide project background and making connections to facilitate the process.

Budget

Our proposed budget for the services listed herein will be billed on a Time and Materials basis according to our existing contract for a total not to exceed of **$57,080.**

Environmental Services

Task 1 - Biological Services	
Preconstruction Nesting Bird Survey and Report	$ 4,660
Burrowing Owl Pre-Construction Inspection Survey and Report	$ 6,230
Crotch's Bumble Bee Habitat Mapping and Report	$ 6,840
Crotch's Bumble Bee Draft Survey Plan	$ 4,350
Crotch's Bumble Bee Survey(s) and Report	$ 14,380
WEBB Management of Task 1 (40 hours)	$ 7,150
Optional UAV (Drone) Survey	$ 4,370
Task 2 - Management and Coordination for Offsite Mitigation	$ 9,100
TOTAL	**$ 57,080**

The following is a summary of original, current, and proposed authorizations according to our records.

WEBB Original Authorization:	$548,416.05 plus $54,841.61 contingency for total of $603,725.66
Change Order No. 1	$24,983.25 (subtracted from contingency)
Change Order No. 2	$5,974.88 (subtracted from contingency)
City Council Resolution 2022-106	$129,400 (rescinded)
City Council Resolution 2022-139	$148,222
Change Order No. 3	$496,079
Current Authorization	$1,248,026.66
Proposed Change Order	**$57,080**
Total WEBB Authorization with Proposed Change Order	$1,305,106.66

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If you find this request acceptable, please issue a contract amendment to our office. We appreciate this opportunity to be of service to the City and look forward to hearing from you. If you have any questions regarding this proposal, please call me at (951) 830-4305.

Sincerely,

ALBERT A. WEBB ASSOCIATES



Dilesh Sheth, PE, TE
Senior Vice President
Dilesh.Sheth@webbassociates.com

Copy: Stephanie Standerfer
Autumn DeWoody

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AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT (C00660) FOR THE DESIGN OF SUN LAKES BOULEVARD EXTENSION BY AND BETWEEN CITY OF BANNING AND ALBERT A. WEBB ASSOCIATES

THIS AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT FOR SERVICES ("Amendment No. 3") by and between the **CITY OF BANNING** ("City") and **ALBERT A. WEBB ASSOCIATES**, a California Corporation ("Consultant") is effective as of this day: 1/6/2025.

RECITALS

A. City and Consultant entered into that certain Agreement for Professional Design Services dated June 23, 2020 ("Agreement") whereby Consultant agreed to provide Design Services for the Design of Sun Lakes Boulevard Extension following a Request for Proposals for an amount not to exceed Five-Hundred Forty-Eight Thousand Four Hundred Sixteen Dollars and Five Cents ($548,416.05). The agreement included a 10% Contingency of Fifty-Four Thousand Eight Hundred Forty One Dollars and Sixty-One Cents ($54,841.61) for a total contract amount of Six Hundred Three Thousand Seven Hundred Twenty Five Dollars and Sixty Six Cents ($603,725.66) The Term of the Agreement was to commence on June 23, 2020, and continue in full force and effect until October 3, 2022.

B. On February 11, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for out-of-scope work including coordination with Western Riverside County Regional Conservation Authority (RCA) in the amount of $24,983.25, leaving a contingency balance of $29,858.36.

C. On March 21, 2022, Public Works Department approved a change order to the Professional Services Agreement with Albert A. Webb Associates, Inc. for the preparation of a sediment transport analysis (out of scope) in the amount of $5,974.88, leaving a contingency balance of $23,883.48.

D. On August 23,2022 City Council adopted City Council Resolution 2022-106 which authorized the increase in compensation for services provided under the Agreement by One Hundred Twenty-Nine Thousand Four Hundred Dollars ($129,400.00).

E. On October 11, 2022, City Council Adopted City Council Resolution 2022-139 to rescind Resolution 2022-106 and amend the Agreement to include additional compensation in the amount of One Hundred Forty-Eight Thousand Two Hundred Twenty-Two Dollars ($148,222.00) for a new contract total of Seven Hundred Fifty-One Thousand Nine Hundred Forty-Seven Dollars and Sixty-Six Cents ($751,947.66) and to extend the term of the Agreement through June 30, 2024.

F. On October 23, 2023, City and Consultant amended the Agreement to modify the Scope of Services, extend the Term of the Agreement to June 30, 2025, and increase the Contract Sum by Four Hundred Ninety-Six Thousand Seventy-Nine Dollars

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($496,079.00) for a total not to exceed amount of One Million Two Hundred Forty-Eight Thousand Twenty-Six Dollars and Sixty-Six Cents ($1,248,026.66).

G. City and Consultant now desire to amend the Agreement to extend the Term of the Agreement to June 30, 2026.

The Parties therefore agree follows:

1. Amended Terms. The Agreement is hereby amended as follows:

1.1 The Term of the Agreement, as set forth in Section 3.4 of the Agreement, is hereby extended through June 30, 2026, unless sooner terminated or extended as provided in the Agreement.

2. Miscellaneous Provisions

2.1 Continued Effect of Agreement. Except as amended by this Amendment No. 3, all provisions of the Agreement, as amended by Amendment Nos. 1, 2, and 3, shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 3, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment Nos. 1 through 3. In the event of a conflict between the provisions of this Amendment No. 3 and the provisions of the Agreement or Amendments No. 1 through 3, the provisions of this Amendment No. 3 shall control.

2.2 Consideration for Amendment. The parties hereby agree that they have each received adequate and independent consideration for the modifications to the Agreement set forth in this Amendment No. 3.

2.3 Authority. The persons executing this Amendment No. 3 on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Amendment No. 3 on behalf of said party, (iii) by so executing this Amendment No. 3, such party is formally bound to the provisions of this Amendment No. 3, and (iv) entering into this Amendment No. 3 does not violate any provision of any other agreement to which said party is bound.

2.4 Counterparts. This Amendment No. 3 may be signed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.

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

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to verify that the Parties have executed this Agreement and such other documents transmitted by the Parties.

[*SIGNATURE PAGE FOLLOWS*]

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The Parties are signing this Amendment No. 3 the date stated in the introductory clause.

CITY OF BANNING	CONSULTANT
Douglas Schulze, City Manager	NAME: Stephanie Standerfer TITLE: Vice President
City Council Approval: __n/a_____	NAME: TITLE:

ATTEST:

Caroline Patton
Administrative City Clerk

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